



July 2, 2012

John Alberts, Mayor ~ Ward 2
Ken Smith, Vice Mayor ~ At-Large
Nick Grba, Council Member ~ Ward 1
Rick Opitz, Council Member ~ Ward 3
Michael McEachern, Council Member ~ Ward 4
Grayson Bottom, City Manager

Yukon City Council / Yukon Municipal Authority Work Session
Conference Room - Centennial Building - 12 South 5th Street
July 2, 2012 – 6:00 p.m.

A. Discussion of North Star Destination Strategies Proposal

City Council - Municipal Authority Agendas

July 2, 2012 - 7:00 p.m.

Council Chambers - Centennial Building

12 South Fifth Street, Yukon, Oklahoma

The City of Yukon strives to accommodate the needs of all citizens, including those who may be disabled. If you would like to attend this Council meeting but find it difficult to do so because of a disability or architectural barrier, please contact City Hall at 354-1895. We will make a sincere attempt to resolve the problem. If you require a sign-language interpreter at the meeting, please call or notify City Hall, 500 West Main, by noon, June 29, 2012.

Invocation:

Flag Salute:

Roll Call: John Alberts, Mayor
Ken Smith, Vice-Mayor
Nick Grba, Council Member
Michael McEachern, Council Member
Rick Opitz, Council Member

Presentations and Proclamations

Visitors

(Recess as Yukon City Council and Reconvene as Yukon Municipal Authority)

1A. YMA Consent Docket

This item is placed on the agenda so the Yukon Municipal Authority, by unanimous consent, can designate those routine items they wish to be approved by one motion. If an item does not meet with the approval of all Authority Members, that item will be heard in regular order.

The City Manager recommends a motion to approve:

- A) The minutes of the regular meeting of June 19, 2012**
- B) Payment of material claims in the amount of \$58,671.84**

ACTION _____

- 2A. Consider approving agreements with Utility Service Co, Inc., for asset management and full service maintenance for Water Storage Vessels (Cornwell Tank, Vandament Tower, Mustang Tower, and Integris Tower), for a 12 year term expiring in 2023 at a total cost of \$2,039,823.00, to be paid from the Water and Sewer Enterprise Fund Treatment and Supply account.**

ACTION _____

- 3A. Consider approving an expenditure of funds in the amount of \$56,380.00, for the purchase of a Caterpillar 277C Multi-Terrain Skid-Steer Loader, under State Purchasing Contract SW-190 pricing, to be paid from the Capital Improvement Fund

ACTION _____

(Adjourn as YMA and Reconvene as Yukon City Council)

1. Consent Docket

This item is placed on the agenda so the City Council, by unanimous consent, can designate those routine items they wish to be approved by one motion. If an item does not meet with the approval of all Council Members, that item will be heard in regular order.

The City Manager recommends a motion that will approve:

- A) The minutes of the regular meeting of June 19, 2012
- B) Payment of material claims in the amount of \$528,007.91
- C) The renewal of the existing Radio System License Agreement with the City of Oklahoma City for the term July 1, 2012 through June 30, 2013
- D) The renewal of the existing Inter-Governmental Agreement with the City of Oklahoma City, for a Regional Household Hazardous Waste Collection and Management Project for the term July 1, 2012 thru June 30, 2013
- E) The renewal of the existing Interlocal Governmental Cooperation Agreement with the City of Bethany, providing use of the Yukon jail, for the term of July 1, 2012 through June 30, 2013, for a rate of \$40.00 per day per prisoner.
- F) The Contract for Services with Youth and Family Services, Inc. for the term of July 1, 2012 thru June 30, 2013 in the amount of \$15,000.00
- G) An Agreement for Services between the City of Yukon and Compassionate Hands, Inc, for the period beginning July 1, 2012 through June 30, 2013, at a cost of \$12,000.00
- H) The renewal of Agreement for Services between the City of Yukon and Chisholm Trail Historical Preservation Society, for the period beginning July 1, 2012 through June 30, 2013, with services and materials to be provided by the City during the Easter on the Prairie event
- I) Setting the date for the next regular Council meeting for July 17, 2012, 7:00 p.m., in the Council Chambers of the Centennial Building, 12 S. Fifth St.

ACTION _____

2. Reports of Boards, Commissions and City Officials

3. Consider approving the maintenance bond for McDonald's site ID # 035-0050 public water line located at 31 W. Main St.

ACTION _____

4. Consider approving RESOLUTION NO. 2012-05, a Resolution of the Yukon City Council establishing the Nine-One-One emergency fee rate for calendar year 2013.

ACTION _____

5. Consider approving an amendment to the Veolia water contract for testing operations and out-of-scope work, resulting in a reduction of fee of \$18,251.00, as recommended by the Public Works Director

ACTION _____

6. Consider approval of 2012 FEMA Assistance to Firefighters Grant proposal submission for Vehicle Acquisition with City matching funds of \$105,000.00 to be paid from the Capital Improvement Fund upon award.

ACTION _____

7. Consider approval of 2012 FEMA Assistance to Firefighters Grant proposal submission for Equipment Purchase with City matching funds of \$4,038.00 to be paid from the Capital Improvement Fund upon award.

ACTION _____

8. Consider approval of 2012 Oklahoma Department of Transportation Tree Grant proposal submission with In-Kind contributions from the City in the amount of \$24,407.89 to be paid from the Capital Improvement Fund upon award.

ACTION _____

9. City Manager's Report – Information items only

- A. 3rd and Main water leak update
- B. Status report on storm shelters

10. New Business

11. Council Discussion

12. Adjournment

Yukon Municipal Authority Minutes

June 19, 2012

ROLL CALL: (Present) John Alberts, Chairman
Ken Smith, Vice-Chairman
Michael McEachern, Trustee
Nick Grba, Trustee
Rick Opitz, Trustee

(Recess as Yukon City Council and Reconvene as Yukon Municipal Authority)

1A. YMA Consent Docket

This item is placed on the agenda so the Yukon Municipal Authority, by unanimous consent, can designate those routine items they wish to be approved by one motion. If an item does not meet with the approval of all Authority Members, that item will be heard in regular order.

The City Manager recommends a motion to approve:

- A) The minutes of the regular meeting of June 5, 2012**
- B) Payment of material claims in the amount of \$42,115.51**
- C) A First Amendment to Tower Lease Agreement with T-Mobile Central LLC, to extend the terms of the lease from December 1, 2011 through November 30, 2016, for telecommunications equipment located at 950 W. Poplar**

The motion to approve the YMA Consent Docket, consisting of the approval of the minutes of the regular meeting of June 5, 2012, payment of material claims in the amount of \$42,115.5, and extend the T-Mobile Central LLC lease from December 1, 2011 through November 30, 2016 was made by Trustee Smith and seconded by Trustee Grba.

The vote:

AYES: Grba, McEachern, Smith, Alberts, Opitz

NAYS: None

VOTE: 5-0

MOTION CARRIED

- 2A. Consider and approve Resolution No. YMA 2012-04, a resolution authorizing the issuance of the Yukon Municipal Authority ("Authority") Sales Tax and Utility System Revenue and Refunding Bonds, Series 2012, in an aggregate principal amount not to exceed \$15,000,000 ("bonds"), waiving competitive bidding and authorizing the bonds to be sold at a price less than par value by negotiated sale within the limits provided by Title 60 Oklahoma Statutes, Section 176, appointing a Trustee; approving the following documents and authorizing the Chairman of the Authority (or Vice Chairman of the Authority in the absence of the Chairman) to execute and deliver same, to-wit: bond purchase agreement with Bosc, inc.; series 2012 supplemental bond indenture, security agreement, preliminary official statement, official statement, closing order, to include payment of the costs of issuing the bonds, and any and all other documents, authorization and designations necessary to consummate issuance of the bonds, to include certifications as to continuing disclosure by the authority; ratifying a lease agreement and operation and maintenance contract between the City of Yukon ("City") and the Authority and agreeing that the term of the lease shall extend so long as any of the bonds remain outstanding and unpaid; ratifying a General Bond Indenture; providing that the Trust Indenture shall be subject to provisions of the General Bond Indenture as supplemented by the series 2012 Supplemental Bond Indenture; providing for bond insurance, but not requiring same; and, authorizing the execution, modification and delivery of necessary documents regarding the bonds, direction of disbursements of proceeds from the sale of the bonds and other matters related to issuance of the bonds.**

The motion to approve Resolution No. YMA-2012-04, a Resolution authorizing the issuance of the Yukon Municipal Authority ("Authority") Sales Tax and Utility System Revenue and Refunding Bonds, Series 2012, in an aggregate principal amount not to exceed \$15,000,000 ("bonds"), waiving competitive bidding and authorizing the bonds to be sold at a price less than par value by negotiated sale within the limits provided by Title 60 Oklahoma Statutes,

Section 176, appointing a Trustee; approving the following documents and authorizing the Chairman of the Authority (or Vice Chairman of the Authority in the absence of the Chairman) to execute and deliver same, to-wit: bond purchase agreement with Bosc, inc.; series 2012 supplemental bond indenture, security agreement, preliminary official statement, official statement, closing order, to include payment of the costs of issuing the bonds, and any and all other documents, authorization and designations necessary to consummate issuance of the bonds, to include certifications as to continuing disclosure by the authority; ratifying a lease agreement and operation and maintenance contract between the City of Yukon ("City") and the Authority and agreeing that the term of the lease shall extend so long as any of the bonds remain outstanding and unpaid; ratifying a General Bond Indenture; providing that the Trust Indenture shall be subject to provisions of the General Bond Indenture as supplemented by the series 2012 Supplemental Bond Indenture; providing for bond insurance, but not requiring same; and, authorizing the execution, modification and delivery of necessary documents regarding the bonds, direction of disbursements of proceeds from the sale of the bonds and other matters related to issuance of the bonds, was made by Trustee Opitz and seconded by Trustee Smith.

John Williams was here to answer any questions. Bonds will not exceed \$15,000,000 or 20 years, set by Chairman with the market conditions. Interest rates are low and can't go much lower. History has had much higher rates. Extraordinary time to go forward with projects, if approved, we will move ahead.

Bill Strecker agreed with John Williams about the advantage of low interest rates and compared it to being a good time to refinance your home.

Trustee McEachern questioned whether once terms set would it be for the entire term? Bill Strecker stated yes and it would be 15 years with 10 year call. This gives the option to pay bond off early.

Trustee McEachern wanted to know why 20 years? Bill Strecker said 20 years is the longest available time for the bond.

The vote:

AYES: Smith, Opitz, Grba, McEachern, Alberts

NAYS: None

VOTE: 5-0

MOTION CARRIED

3A. Consider approving the escrow of \$300,000.00 from the Fiscal Year 2011-2012 Water and Sewer Enterprise Fund Treatment and Supply account, for future use as a down payment toward the *Asset Management and Full Service Maintenance Contract(s) for Water Storage Vessels* (Cornwell Tank, Vandament Tower, Mustang Tower, and Integris Tower), as recommended by the Public Works Director

The motion to approve the escrow of \$300,000.00 from the Fiscal Year 2011-2012 Water and Sewer Enterprise Fund Treatment and Supply account, for future use as a down payment toward the *Asset Management and Full Service Maintenance Contract(s) for Water Storage Vessels* (Cornwell Tank, Vandament Tower, Mustang Tower, and Integris Tower), as recommended by the Public Works Director, was made by Trustee Grba and seconded by Trustee McEachern.

The vote:

AYES: McEachern, Alberts, Opitz, Smith, Grba

NAYS: None

VOTE: 5-0

MOTION CARRIED

EXHIBIT A
YUKON MUNICIPAL AUTHORITY
(Yukon, Oklahoma)
SALES TAX AND UTILITY SYSTEM REVENUE BONDS
SERIES 2011

PAYMENT REQUISITION
YUKON MUNICIPAL AUTHORITY
CONSTRUCTION FUND
Project Account

TO: Bank of Oklahoma, N.A., Trustee

FROM: Yukon Municipal Authority

DATE:

Pursuant to the provisions of the General Bond Indenture dated June 1, 1996, and Supplemented by the Supplemental Bond Indenture dated January 1, 2011 by and between Yukon Municipal Authority and Bank of Oklahoma, N.A., Oklahoma, as Trustee, you are directed to pay Creditor from the Construction Fund of said Authority as indicated below, the amounts shown for the purposes set forth in this Requisition.

<u>Downey Contracting, LLC</u>	<u>81-9130-16-2</u>
CREDITOR	TRUST NO.

<u>ITEM</u>	<u>ITEM NO.</u>
<u>07/12/12</u>	<u>Yukon Fire Station</u>
<u>00000000</u>	<u>\$ 54,655.40</u>
DATE	PURPOSE
	AMOUNT

AUTHORIZATION AND CERTIFICATE OF GENERAL MANAGER

With reference to the above requisition, the undersigned certifies:

The above requisition is approved.

Each obligation therein has been properly incurred and is now due and unpaid and that insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, and such materials, equipment or supplies were actually installed or delivered to or for the Project as evidenced by

the certificate of the supervising architect or engineer or other appropriate certification.

That obligations in the stated amounts have been incurred by the Authority and that each item is a proper charge against the Yukon Municipal Authority Construction Fund and has not been paid.

That there has not been filed with or served upon the Yukon Municipal Authority notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the monies payable to any of the persons, firms, or corporations named in such requisition, which has not been of such obligation.

That such requisition contains no item representing payment on account of any retained percentages which Yukon Municipal Authority is at the date of such certificate entitled to retain.

YUKON MUNICIPAL AUTHORITY

Chairman or Vice Chairman

Date

Date Approved: _____

Date Paid _____

Authorized Officer

Submit in triplicate:

1 to Bank

1 to General Manager

1 to City



Mr. Michael Malmfeldt
City Clerk
City of Yukon, City Hall Bldg.
500 West Main
Yukon Oklahoma, 73099

June 15, 2012

Re: New Yukon Fire Station, 2011

Dear Mr. Malmfeldt,

Attached, please find one copy of the Contractors Application and Certificate for Payment No. 16, in the amount of \$54,655.40. We have reviewed the application and have inspected the project and have found that, to the best of our knowledge, belief, and available information, this application and certificate for payment is in accordance with the Contract Documents. We therefore recommend payment of this application as submitted.

Payment breakdown for this project as of this date is as follows:

Contract Amount:	\$3,825,500.00
Change Orders to date:	\$ 24,688.25
Sub-Total:	\$3,850,188.25

Amount Paid (including this Pay Application, less retainage)	\$3,657,678.84
Balance Remaining (retainage)	\$ 192,509.41

If you have any questions, or require additional information, please advise.

Sincerely,
Triad Design Group, Inc.

Randy S. Thomas, P.A.

Encl.

Cc: File A167.0
Tammy Kretchmar

PAGE ONE OF TWO PAGES

et No.: 3210

Application is made for Payment as shown below, in connection with the Contract Continuation Sheet AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	3,825,500.00
2. Net change by Change Orders	\$	24,688.25
3. CONTRACT SUM TO DATE (Line 1+/-2)	\$	3,850,188.25
4. TOTAL COMPLETED TO DATE (Column H on G703)	\$	3,850,188.25
5. RETAINAGE: (Total in Column K of G703)	\$	192,509.41
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	3,657,678.84
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	3,603,023.44
8. CURRENT PAYMENT DUE	\$	54,655.40

Date: 0.15.2012

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.


APPLICATION NUMBER
Sixteen (16)
APPLICATION DATE
06/08/12
PERIOD FROM
04/26/12
PERIOD TO
06/08/12

Downey Project #: 3210													06/08/12
PERIOD TO:													
A ITEM No.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D COMPLETED WORK		E Work In This Period	F STORED MATERIALS		G Stored Materials This Period	H TOTAL COMPLETED TO DATE & STORED MAT'L'S	I % (H/C)	J Balance To Finish	K Retainage	
			Previous Applications	Work In This Period		Stored Material Prior Applications	Stored Materials This Period						
1	Bonds & Insurance	28,000.00	28,000.00		0.00	0.00		0.00	28,000.00	100%	0.00	1,400.00	
2	General Conditions	360,000.00	357,000.00		3,000.00	0.00		0.00	360,000.00	100%	0.00	18,000.00	
3	Allowance 1: Unknown Site Conditions	5,000.00	5,000.00		0.00	0.00		0.00	5,000.00	100%	0.00	250.00	
4	Allowance 2: Incidental Changes to Building	10,000.00	10,000.00		0.00	0.00		0.00	10,000.00	100%	0.00	500.00	
5	Allowance 3: Erect Communications Antennae Provided by Others	8,500.00	8,500.00		8,500.00	0.00		0.00	8,500.00	100%	0.00	425.00	
6	Allowance 4: Purchase, Deliver, Install Interior and Misc Signage	4,000.00	4,000.00		4,000.00	0.00		0.00	4,000.00	100%	0.00	200.00	
7	Allowance 5: Purchase, Deliver, Install Site and Building Signage	8,500.00	8,500.00		8,500.00	0.00		0.00	8,500.00	100%	0.00	425.00	
8	Allowance 6: Electrical/Data Outlets for Furniture/Equip by Others	6,000.00	6,000.00		0.00	0.00		0.00	6,000.00	100%	0.00	300.00	
9	Allowance 7: Modifications to "Alert Systems" in Existing Fire Stations	18,000.00	18,000.00		0.00	0.00		0.00	18,000.00	100%	0.00	900.00	
10	Allowance 8: Install Corner Stone Unit provided by Others	3,000.00	3,000.00		0.00	0.00		0.00	3,000.00	100%	0.00	150.00	
11	Allowance 9: Purchase and Install Misc Site Lighting Fixtures	4,000.00	4,000.00		0.00	0.00		0.00	4,000.00	100%	0.00	200.00	
12	Allowance 10: Allowance for Brck (part of masonry line item)	0.00	0.00		0.00	0.00		0.00	0.00	0%	0.00	0.00	
13	Allowance 11: Purchase, Deliver, Install Bronze Plaque	3,500.00	3,500.00		3,500.00	0.00		0.00	3,500.00	100%	0.00	175.00	
14	Allowance 12: Upgrade Door Hardware or Keying as Directed by Owner	3,200.00	3,200.00		0.00	0.00		0.00	3,200.00	100%	0.00	160.00	
15	Earthwork	61,500.00	61,500.00		0.00	0.00		0.00	61,500.00	100%	0.00	3,075.00	
16	Termite Treatment	1,800.00	1,800.00		0.00	0.00		0.00	1,800.00	100%	0.00	90.00	
17	Landscaping	51,472.00	21,440.00		30,032.00	0.00		0.00	51,472.00	100%	0.00	2,573.60	
18	Concrete and Rebar	343,677.00	343,677.00		0.00	0.00		0.00	343,677.00	100%	0.00	17,183.85	
19	Masonry	322,200.00	322,200.00		0.00	0.00		0.00	322,200.00	100%	0.00	16,110.00	
20	Structural Steel	363,000.00	363,000.00		0.00	0.00		0.00	363,000.00	100%	0.00	18,150.00	
21	Stainless Steel Counters	14,580.00	14,580.00		0.00	0.00		0.00	14,580.00	100%	0.00	729.00	
22	Steel Erection	107,420.00	107,420.00		0.00	0.00		0.00	107,420.00	100%	0.00	5,371.00	
23	Rough Carpentry	21,376.00	21,376.00		0.00	0.00		0.00	21,376.00	100%	0.00	1,068.80	
24	Exterior Trim	27,188.00	27,188.00		0.00	0.00		0.00	27,188.00	100%	0.00	1,359.40	
25	Siding	8,800.00	8,800.00		0.00	0.00		0.00	8,800.00	100%	0.00	440.00	
26	Cabinets	23,853.00	23,853.00		0.00	0.00		0.00	23,853.00	100%	0.00	1,192.65	
27	Waterproofing and Joint Sealants	17,070.00	17,070.00		0.00	0.00		0.00	17,070.00	100%	0.00	853.50	
28	Membrane Roofing	64,920.00	64,920.00		0.00	0.00		0.00	64,920.00	100%	0.00	3,246.00	
29	Shingle Roofing and Plywood	149,776.00	149,776.00		0.00	0.00		0.00	149,776.00	100%	0.00	7,488.80	
30	Spray Fireproofing	3,950.00	3,950.00		0.00	0.00		0.00	3,950.00	100%	0.00	197.50	
31	Aluminum Storefront	18,708.00	18,708.00		0.00	0.00		0.00	18,708.00	100%	0.00	935.40	
32	Hollow Metal	14,708.00	14,708.00		0.00	0.00		0.00	14,708.00	100%	0.00	735.40	
33	Wood Doors	8,200.00	8,200.00		0.00	0.00		0.00	8,200.00	100%	0.00	410.00	
34	High Speed Overhead Doors	163,050.00	163,050.00		0.00	0.00		0.00	163,050.00	100%	0.00	8,152.50	
35	Aluminum Windows	31,960.00	31,960.00		0.00	0.00		0.00	31,960.00	100%	0.00	1,598.00	
36	Finish Hardware	41,715.00	41,715.00		0.00	0.00		0.00	41,715.00	100%	0.00	2,085.75	
37	Gypsum Drywall, Metal Studs, Acoustical Ceilings	208,003.00	208,003.00		0.00	0.00		0.00	208,003.00	100%	0.00	10,400.15	
38	Flooring	66,035.00	66,035.00		0.00	0.00		0.00	66,035.00	100%	0.00	3,301.75	
39	Painting	68,903.00	68,903.00		0.00	0.00		0.00	68,903.00	100%	0.00	3,445.15	
40	Fire Extinguishers and Cabinets	2,122.00	2,122.00		0.00	0.00		0.00	2,122.00	100%	0.00	106.10	
41	Flagpoles	5,580.00	5,580.00		0.00	0.00		0.00	5,580.00	100%	0.00	279.00	
42	Metal Lockers	9,845.00	9,845.00		0.00	0.00		0.00	9,845.00	100%	0.00	492.25	
43	Grid Gear Lockers	19,330.00	19,330.00		0.00	0.00		0.00	19,330.00	100%	0.00	966.50	
44	Toilet and Bath Accessories	3,059.00	3,059.00		0.00	0.00		0.00	3,059.00	100%	0.00	152.95	
45	Toilet Partitions	4,170.00	4,170.00		0.00	0.00		0.00	4,170.00	100%	0.00	208.50	
46	Display Case	3,695.00	3,695.00		0.00	0.00		0.00	3,695.00	100%	0.00	184.75	
47	Wall Protection	8,603.00	8,603.00		0.00	0.00		0.00	8,603.00	100%	0.00	430.15	
48	Tower Clock	5,145.00	5,145.00		0.00	0.00		0.00	5,145.00	100%	0.00	257.25	
49	Restaurant Equipment	37,525.00	37,525.00		0.00	0.00		0.00	37,525.00	100%	0.00	1,876.25	
50	Projection Screens	1,940.00	1,940.00		0.00	0.00		0.00	1,940.00	100%	0.00	97.00	
51	Hoists	14,658.00	14,658.00		0.00	0.00		0.00	14,658.00	100%	0.00	732.90	
52	Mechanical	564,767.00	564,767.00		0.00	0.00		0.00	564,767.00	100%	0.00	28,238.35	
53	Fire Suppression	41,060.00	41,060.00		0.00	0.00		0.00	41,060.00	100%	0.00	2,053.00	
54	Electrical	438,437.00	436,000.00		2,437.00	0.00		0.00	438,437.00	100%	0.00	21,921.85	
55	CHANGE ORDER #1	40,480.83	40,480.83		0.00	0.00		0.00	40,480.83	100%	0.00	2,024.04	
56	CHANGE ORDER #2	(15,792.58)	(15,792.58)		0.00	0.00		0.00	(15,792.58)	100%	0.00	(789.63)	
GRAND TOTAL		3,850,188.25	3,790,219.25		59,969.00	0.00		0.00	3,850,188.25	100%	0.00	192,509.41	

CLAIM OR INVOICE AFFIDAVIT

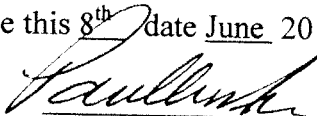
STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA)

The undersigned (contractor), of lawful age, being first duly sworn, on oath says that this (invoice, claim or contract) is true and correct. Affiant further states that the (work, services, or materials) as shown by this invoice or claim have been (completed or supplied) in accordance with the plans, specifications, orders, or requests furnished to the affiant. Affiant further states that (s)he has made no payment, given, or donated or agreed to pay, give, or donate, either directly or indirectly, to any elected official, officer, or employee of the State of Oklahoma, of money or any other thing of value to obtain payment or award of this contract.



Day Zimbelman
Downey Contracting, LLC

Subscribed and sworn to before me this 8th date June 2012.



Notary Public



My Commission Expires: 6/7/2016
My Commission Number: 04005093

EXHIBIT A
YUKON MUNICIPAL AUTHORITY
(Yukon, Oklahoma)
SALES TAX AND UTILITY SYSTEM REVENUE BONDS
SERIES 2011

PAYMENT REQUISITION
YUKON MUNICIPAL AUTHORITY
CONSTRUCTION FUND
Project Account

TO: Bank of Oklahoma, N.A., Trustee

FROM: Yukon Municipal Authority

DATE:

Pursuant to the provisions of the General Bond Indenture dated June 1, 1996, and Supplemented by the Supplemental Bond Indenture dated January 1, 2011 by and between Yukon Municipal Authority and Bank of Oklahoma, N.A., Oklahoma, as Trustee, you are directed to pay Creditor from the Construction Fund of said Authority as indicated below, the amounts shown for the purposes set forth in this Requisition.

<u>City of Yukon</u>	<u>81-9130-16-2</u>
CREDITOR	TRUST NO.

<u>ITEM</u>	<u>Refund for Credit Card Purchases</u>	<u>ITEM NO.</u>
<u>6/7/2/12</u>	<u>Yukon Fire Station</u>	<u>2402 88</u>
<u>DATE</u>	<u>PURPOSE</u>	<u>AMOUNT</u>

AUTHORIZATION AND CERTIFICATE OF GENERAL MANAGER

With reference to the above requisition, the undersigned certifies:

The above requisition is approved.

Each obligation therein has been properly incurred and is now due and unpaid and that insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, and such materials, equipment or supplies were actually installed or delivered to or for the Project as evidenced by

the certificate of the supervising architect or engineer or other appropriate certification.

That obligations in the stated amounts have been incurred by the Authority and that each item is a proper charge against the Yukon Municipal Authority Construction Fund and has not been paid.

That there has not been filed with or served upon the Yukon Municipal Authority notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the monies payable to any of the persons, firms, or corporations named in such requisition, which has not been of such obligation.

That such requisition contains no item representing payment on account of any retained percentages which Yukon Municipal Authority is at the date of such certificate entitled to retain.

YUKON MUNICIPAL AUTHORITY

Chairman or Vice Chairman

Date

Date Approved: _____
Date Paid _____

Authorized Officer

Submit in triplicate:

1 to Bank
1 to General Manager
1 to City

City of Yukon Credit Card Purchase Reimbursements Revenue Bond

Fire Station Payments (furniture, décor, etc.)

(1) Garden Ridge	\$	49.99
(2) Hobby Lobby	\$	197.41
(3) Hemispheres	\$	828.00
(4) Mathis Brothers	\$	677.80
(5) Petra Industries	\$	649.68
TOTAL:	\$	<u>2,402.88</u>

Garden Ridge

This Receipt Expires on 08/11/12

SA PUG 25 25 RUBBER 49.99 T
Item #74045955416
TAX 4.19
TAX EXEMPTION 4.19-TT
**** BALANCE 49.99
CARD: MasterCard # *****7532
MasterCard 49.99
CHANGE 0.00
TOTAL NUMBER OF ITEMS SOLD = 1
06/12/12 13:39 12 1 1812 660518



99001200118121206121339

- Returns only if unused with original receipt and packaging, and within 60 days of purchase.
- Returns of Christmas merchandise after Dec. 25 refunded at current selling price.
- No returns on mattresses, foundations, futons, pre-cut fabric and items labeled "all sales final."
- No exchanges and no price adjustments.

HOBBY LOBBY.



6104 W. Reno Ave.

Oklahoma City OK 73128-6507
Hobby Lobby Store #2 (405) 495-3622

S-2 R-4 T-2237 TABATHA S SALE

106000000	Home Accents	39.99 N
50 % Off	(79.99-40.00)	
106000000	Home Accents	39.99 N
50 % Off	(79.99-40.00)	
106000000	Home Accents	14.99 N
50 % Off	(29.99-15.00)	
107600000	Candles	4.49 N
50 % Off	(8.99-4.50)	
106000000	Home Accents	9.99 N
106000000	Home Accents	9.99 N
101800000	Photo Frame	14.99 N
50 % Off	(29.99-15.00)	
106000000	Home Accents	12.99 N
106000000	Home Accents	49.99 N
50 % Off	(99.99-50.00)	

SUBTOTAL 197.41

TAX TOTAL 0.00

TOTAL 197.41

TAX EXEMPT CUSTOMER

M/C 197.41

ACCOUNT #: *****7532

AUTH#: 082237

REF#: 2164154938

--Continued on Side 2--

HEMISPHERES

A World Of Fine Furnishings

Sold To:

CITY OF YUKON
PO 850500
500 WEST MAIN
YUKON, OK 73085
Work: 405 354-1895

Ship To:**Sales Order #: 801376891****Sale Date: 06/13/12****Salesperson: ALBERT LANDRITH, DOUG
PETERSON**

SKU	Description	Size	Color	T	Q	Price	Ext Price
81006593	72" FLOOR LAMP W/GLASS SHADE	72"	COLORADO	P	1	\$198.00	
			50.00% AD5 Discount			\$99.00	\$99.00
81010670	MYSTIQUE RUG W/MUTED ACANTHUS	5.2X7.7	WHEAT/BROWN	T	1	\$759.00	
			50.00% AD5 Discount			\$379.50	\$379.50
81012882	PATCHWORK SPRIG RUG 6X9	5.2X7.7	CHOCOLATE	T	1	\$699.00	
			50.00% AD5 Discount			\$349.50	\$349.50

Merchandise: \$828.00

Total Sales Order: \$828.00

Payments:

Current Payments

Balance Remaining: **\$0.00**

MASTER CARD

3596

Auth# 087565

Sale

\$-828.00

Your Merchandise Pickup location is:

HEMISPHERES 801
5561 NORTHWEST EXPRESSWAY
OKLAHOMA CITY, OK 73132-5230

Your Scheduled Pickup Date is:

06/13/12

Your Delivery Date is:

06/13/12

5561 NORTHWEST EXPRESSWAY OKLAHOMA CITY OK 73132-5230

405 773-8410

www.hemispheres-us.com

HEMISPHERES R801
5561 NW EXPRESSWAY
OKLAHOMA CITY, OK 73132
(405) 773-8410

Sale

ID: 012
Merchant ID: 000091014241
Bank ID: 1340

06/13/12
Batch#: 165001
Retrieval Ref #: 89233612

13:34:27

MASTERCARD

Entry Method: Swiped

XXXXXXXXXXXX3596

Appr Code: 087585

Inv #: 000004

Total:

\$ 828.00

Customer Copy

MATHISBROTHERS®

FURNITURE

www.MathisBrothers.com

Oklahoma City 3434 W Reno Ave. Oklahoma City, OK 73107 General: 405-943-3434 Service: 405-943-3439	Tulsa 6611 S. 101 E. Ave. Tulsa, OK 74133 General: 918-252-5655 Service: 918-461-7701	Indio 81-410 Highway 111 Indio, CA 92201 General: 760-863-3500 Service: 760-863-3501	Ontario 4105 E. Inland Empire Blvd Ontario, CA 91764 General: 909-919-2499 Service: 909-919-2400
--	---	--	--

SALES ORDER
517771977



DATE

06/12/12

SOLD TO:
CITY OF YUKON
302 S 5TH ST
YUKON, OK 73099-2603

Home: 405 354-2133 Work: 405 770-7319

FOR LOCAL DELIVERIES ONLY!

To obtain the approximate delivery time on local deliveries please use our Automated Delivery Information System, Oklahoma City 405-951-1307 after 4pm, Tulsa 918-461-7727, Indio 760-863-3549, Ontario 909-919-2401. Please call after 5pm the day prior to delivery.

MERCHANDISE PICKUP	TERMS	SALESPERSON	CUSTOMER #	STORE
Mathis Brothers - OKC	NOT APPLICABLE	MARK UPDEGRAFF	512983801	LAH

PICKUP ADDRESS	REMARKS
3434 W. RENO OKLAHOMA CITY, OK 73107	PRINTED: 06/12/12 14:40:02

	MODEL NUMBER	DESCRIPTION	ORDR	SHIP	PRICE	AMOUNT
1	P ASH-T851/6 BRAND: ASH	MARTINI SUITE WEDGE END TABL	1	1	150.95	150.95
2	P ASH-T382/8 BRAND: ASH	RAFFERTY COCKTAIL TABLE	1	1	231.95	231.95
3	P ASH-T382/7 BRAND: ASH	RAFFERTY CHAIRSIDE END TABLE	1	1	115.95	115.95
4	P PUL-977106 BRAND: PUL	SPP TOWN & COUNTRY HALL CHES	1	1	178.95	178.95
=====						=====
Merchandise:						677.80
TOTAL SALES ORDER:						677.80
Amount Paid:						
Current Payments						
MASTER CARD #####7532 Auth#000951 Sale 06/12/12						-677.80
X _____						
Amount Due:						0.00

Purchase of the above described merchandise, at the price above stated, is hereby acknowledged. If payment is made by check, delivery of the merchandise is subject to collection of the check. Title will pass upon delivery and acceptance by customer. If this is a Revolving Charge purchase, customer acknowledges that is pursuant and subject to terms and conditions of the buyer's revolving Charge agreement with Seller.

I acknowledge receipt of merchandise and the information on the reverse side of this form.

Sign Here....

Date

MATHISBROTHERS®

FURNITURE
www.MathisBrothers.com

Oklahoma City 3434 W. Reno Ave. Oklahoma City, OK 73107 General: 405-943-3434 Service: 405-943-3439	Tulsa 6611 S. 101 E. Ave. Tulsa, OK 74133 General: 918-252-5655 Service: 918-461-7701	Indio 81-410 Highway 111 Indio, CA 92201 General: 760-863-3500 Service: 760-863-3501	Ontario 4105 E. Inland Empire Blvd Ontario, CA 91764 General: 909-919-2499 Service: 909-919-2400
---	---	--	--

Customer Pickup
TICKET

ORDER
517771977

Delivery Date	Date
06/12/12	06/12/12



SOLD TO:

CITY OF YUKON
302 S 5TH ST
YUKON, OK 73099-2603

CUSTOMER PICKUP AT:

Mathis Brothers - OKC
3434 W. RENO
OKLAHOMA CITY, OK 73107

FOR LOCAL DELIVERIES ONLY!
To obtain the approximate delivery time on local deliveries please use our Automated Delivery Information System, Oklahoma City 405-951-1307 after 4pm, Tulsa 918-461-7727, Indio 760-863-3549, Ontario 909-919-2401. Please call after 5pm the day prior to delivery.

CUSTOMER PHONE #	Terms	Customer#	SALESPERSON	WAREHOUSE
------------------	-------	-----------	-------------	-----------

Home #: 405-354-2133 NOT APPLICABLE 512983801 1294 MARK UPDEGRAFF LAH
Work #: 405-770-7319

SHIP VIA ROUTE # DEL Instructions PRINTED: 06/12/12 02:40PM

ZZZZZ

	MODEL	DESCRIPTION	SHIP	B/O	PRICE	AMOUNT
1	ASH-T851/6 Brand: ASH Pick: Qty Of 1 From Location: 6ASH	MARTINI SUITE WEDGE END TABL 24"W X 27"D X 26"H	1		150.95	150.95
2	ASH-T382/8 Brand: ASH Pick: Qty Of 1 From Location: 6ASH	RAFFERTY COCKTAIL TABLE ETCHED METAL TOP W/IRON BASE	1		231.95	231.95
3	ASH-T382/7 Brand: ASH Pick: Qty Of 1 From Location: 6ASH	RAFFERTY CHAIRSIDE END TABLE	1		115.95	115.95
4	PUL-977106 Brand: PUL Pick: Qty Of 1 From Location: 5PUL	SPP TOWN & COUNTRY HALL CHES 28W X 13D X 36H	1		178.95	178.95
Subtotal						677.80
Total						677.80
Amount Due:						677.80

Purchase of the above described merchandise, at the price above stated, is hereby acknowledged. If payment is made by check, delivery of the merchandise is subject to collection of the check. Title will pass upon delivery and acceptance by customer. If this is a Revolving Charge purchase, customer acknowledges that is pursuant and subject to terms and conditions of the buyer's revolving Charge agreement with Seller.

I acknowledge receipt of merchandise and the information on the reverse side of this form.

Sign Here....

Date

- 677.80

Invoice

To: City of Yukon Fire Department
Title: TV Brackets
Date 6/19/12

ORDER NUMBER: 0111180487001

Petra Industries
2101 South Kelly Ave.
Edmond Ok, 73013

Description	Quantity	Unit Price	Cost
46IN Flatscreen Pivot Mnt	6	\$ 74.98	\$ 449.88
63IN Flatscreen Tilt Mnt	1	\$ 64.98	\$ 64.98
27IN Flatscreen Tilt Mnt	9	\$ 14.98	\$ 134.82
Subtotal			\$ 649.68
Tax 8.25%			
Total			\$ 649.68

PETRA INDUSTRIES INC.
2101 SOUTH KELLY AVENUE
EDMOND, OK 73013
405-216-2100
2360035014035034

Sale

ID: 73575606
06/01/12
Batch #: 052

Ref #: 0018
13:23:07

Cust #: 0

MASTERCARD

XXXXXXXXXXXX75321

Appr Code: 002521

Invoice#: 000018

Trans ID: 0601MCPL5600X

Amount: \$ 649.68

Tax: \$ 0.00

Total: \$ 649.68

Customer Copy
THANK YOU!

EXHIBIT A
YUKON MUNICIPAL AUTHORITY
(Yukon, Oklahoma)
SALES TAX AND UTILITY SYSTEM REVENUE BONDS
SERIES 2011

PAYMENT REQUISITION
YUKON MUNICIPAL AUTHORITY
CONSTRUCTION FUND
Project Account

TO: Bank of Oklahoma, N.A., Trustee

FROM: Yukon Municipal Authority

DATE:

Pursuant to the provisions of the General Bond Indenture dated June 1, 1996, and Supplemented by the Supplemental Bond Indenture dated January 1, 2011 by and between Yukon Municipal Authority and Bank of Oklahoma, N.A., Oklahoma, as Trustee, you are directed to pay Creditor from the Construction Fund of said Authority as indicated below, the amounts shown for the purposes set forth in this Requisition.

CDW - Government

CREDITOR

81-9130-16-2
TRUST NO.

ITEM		ITEM NO.
<i>7/2/12</i>	<i>Yukon Fire Station</i>	<i>\$ 714.56</i>
DATE	PURPOSE	AMOUNT

AUTHORIZATION AND CERTIFICATE OF GENERAL MANAGER

With reference to the above requisition, the undersigned certifies:

The above requisition is approved.

Each obligation therein has been properly incurred and is now due and unpaid and that insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, and such materials, equipment or supplies were actually installed or delivered to or for the Project as evidenced by

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That such requisition contains no item representing payment on account of any retained percentages which Yukon Municipal Authority is at the date of such certificate entitled to retain.

YUKON MUNICIPAL AUTHORITY

Chairman or Vice Chairman

Date

Date Approved: _____

Date Paid _____

Authorized Officer

Submit in triplicate:

1 to Bank

1 to General Manager

1 to City



800.808.4239

Order Number: 1B8DZ4V

THANK YOU FOR YOUR ORDER

CDW
Government
75 Remittance
Drive
Suite 1515
Chicago, IL 60675

INVOICE DATE	INVOICE NUMBER	INVOICE TERMS	DUE DATE
6/21/2012	M175221	Net 30 Days-Govt State/Local	7/21/2012

OUR PART NO.	DESCRIPTION	QTY ORD	QTY SHIP	QTY B/O	UNIT PRICE	TOTAL
1283537	Logitech S-120 - PC multimedia speakers Mfg Part # : 980-000012	6	6	0	\$8.63	\$51.78
Contract : NJP						
2262378	APC Smart-UPS 1500 LCD Mfg Part # : SMT1500RM2U Serial # : SAS1220223529	1	1	0	\$662.78	\$662.78
Contract : NJP						

ORDER DATE	SHIP VIA	PO NUMBER	CUSTOMER NO.	PRODUCT SUBTOTAL	
6/21/2012	UPS Ground	12-06212012	10856056		\$714.56

BILL TO:
CITY OF YUKON
ATTN: ACCOUNTS PAYABL
PO BOX 850500
YUKON , OK 73085-0500
P (405) 354-1895

SHIP TO:
CITY OF YUKON
ATTN: RHONDA MASSEY
528 W. MAIN
YUKON , OK 73099

SHIPPING & HANDLING	\$0.00
US Tax	\$0.00
INVOICE AMOUNT	\$714.56
AMOUNT DUE	\$714.56

ACCOUNT MANAGER
Casey Cronin
(312) 705-1875
casecro@cdw.com

CDW
An Illinois Corporation FEIN 36-4230110

HAVE QUESTIONS ABOUT YOUR ACCOUNT? PLEASE E-MAIL
US AT CREDIT@CDW.COM.

This page was printed on 6/22/2012 4:18:45 PM.

REMIT PAYMENT TO:

INVOICE



CDW Government
75 Remittance Drive, Suite 1515
Chicago, IL 60675-1515

RETURN SERVICE REQUESTED

ACH INFORMATION:

THE NORTHERN TRUST
50 SOUTH LASALLE STREET
CHICAGO, IL 60675

E-mail Remittance To: gachremittance@cdw.com

ROUTING NO.: 071000152
ACCOUNT NAME: CDW GOVERNMENT
ACCOUNT NO.: 91057

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUM
M175221	06/21/12	10856056
SUBTOTAL	SHIPPING	SALES TAX
\$714.56	\$0.00	\$0.00
DUE DATE		AMOUNT DUE
07/21/12		\$714.56

178 1 MB 0.404 E0101X 10162 D500506342 P1097866 0001:0001



CITY OF YUKON
ACCOUNTS PAYABL
PO BOX 850500
YUKON OK 73085-0500



CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

INVOICE DATE	INVOICE NUMBER	PAYMENT TERMS				DUE DATE
06/21/12	M175221	Net 30 Days				07/21/12
ORDER DATE	SHIP VIA	PURCHASE ORDER NUMBER				CUSTOMER NUMBER
06/21/12	UPS Ground	12-06212012				10856056
ITEM NUMBER	DESCRIPTION	QTY ORD	QTY SHIP	QTY B/O	UNIT PRICE	TOTAL
1283537	LOGITECH S-120 SPEAKER SET BLK Manufacturer Part Number: 980-000012	6	6	0	8.63	51
2262378	APC SMRTUPS 1500VA LCD RM2U 120V Manufacturer Part Number: SMT1500RM2U Serial No: SAS1220223529	1	1	0	662.78	662

GO GREEN!

CDW is happy to announce that paperless billing is now available! If you would like to start receiving your invoices as an emailed PDF, please email CDW at paperlessbilling@cdw.com. Please include your Customer number or an Invoice number in your email for faster processing.

REDUCE PROCESSING COSTS AND ELIMINATE THE HASSLE OF PAPER CHECKS!

Begin transmitting your payments electronically via ACH using CDW's bank and remittance information located at the top of the attached payment coupon. Email credit@cdw.com with any questions.

ACCOUNT MANAGER	SHIPPING ADDRESS:	SUBTOTAL	
CASEY CRONIN 312-705-1875 casacro@cdw.com	CITY OF YUKON ATTN:RHONDA MASSEY 528 W. MAIN YUKON OK 73099	\$714.56	
SALES ORDER NUMBER		SHIPPING	\$0.00
1B8DZ4V		SALES TAX	\$0.00
		AMOUNT DUE	\$714.56

Cage Code Number 1KH72
DUNS Number 02-615-7235

ISO 9001 and ISO 14001 Certified
CDW GOVERNMENT FEIN 36-4230110

HAVE QUESTIONS ABOUT YOUR ACCOUNT?
PLEASE EMAIL US AT credit@cdw.com
VISIT US ON THE INTERNET AT www.cdwg.com



EXHIBIT A
YUKON MUNICIPAL AUTHORITY
(Yukon, Oklahoma)
SALES TAX AND UTILITY SYSTEM REVENUE BONDS
SERIES 2011

PAYMENT REQUISITION
YUKON MUNICIPAL AUTHORITY
CONSTRUCTION FUND
Project Account

TO: Bank of Oklahoma, N.A., Trustee

FROM: Yukon Municipal Authority

DATE:

Pursuant to the provisions of the General Bond Indenture dated June 1, 1996, and Supplemented by the Supplemental Bond Indenture dated January 1, 2011 by and between Yukon Municipal Authority and Bank of Oklahoma, N.A., Oklahoma, as Trustee, you are directed to pay Creditor from the Construction Fund of said Authority as indicated below, the amounts shown for the purposes set forth in this Requisition.

<u>Stuart's Home Furnishings</u>	<u>81-9130-16-2</u>
CREDITOR	TRUST NO.

<u>ITEM</u>	<u>ITEM NO.</u>
<u>7/2/12</u>	<u>899.00</u>
<u>DATE</u>	<u>AMOUNT</u>
<u>Yukon Fire Station</u>	
<u>PURPOSE</u>	

AUTHORIZATION AND CERTIFICATE OF GENERAL MANAGER

With reference to the above requisition, the undersigned certifies:

The above requisition is approved.

Each obligation therein has been properly incurred and is now due and unpaid and that insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, and such materials, equipment or supplies were actually installed or delivered to or for the Project as evidenced by

the certificate of the supervising architect or engineer or other appropriate certification.

That obligations in the stated amounts have been incurred by the Authority and that each item is a proper charge against the Yukon Municipal Authority Construction Fund and has not been paid.

That there has not been filed with or served upon the Yukon Municipal Authority notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the monies payable to any of the persons, firms, or corporations named in such requisition, which has not been of such obligation.

That such requisition contains no item representing payment on account of any retained percentages which Yukon Municipal Authority is at the date of such certificate entitled to retain.

YUKON MUNICIPAL AUTHORITY

Chairman or Vice Chairman

Date

Date Approved: _____

Date Paid _____

Authorized Officer

Submit in triplicate:

1 to Bank

1 to General Manager

1 to City

Stuart's

HOME FURNISHINGS

Family owned and operated since 1947

429 W Main
Yukon, OK, 73099
Tel (405) 354-3573
www.stuartshf.com

SALES ORDER
Order No 10940
Order Date 6/19/2012
Sold By Patrick

SOLD TO:
City Of Yukon
302 S 5th
Yukon, OK 73099
Phone (405) 354-2133

SHIPPED TO:
City Of Yukon
302 S 5th
Yukon, OK 73099
Phone (405) 354-2133

Qty	Ord	Description	Price	Extended
1		Eagle Furniture Ind. 16081 Entertainment Centers/Stands Antique Black	\$899.00	\$899.00

SPECIAL ORDERS ARE NOT SUBJECT TO CANCELLATION

Availability of merchandise is estimated according to information on hand at the time order is written. · Seller shall not be responsible for delays in delivery of merchandise occasioned by manufacturer's scheduling, stock on hand, availability of materials, transportation difficulty or any other cause beyond the control of the seller.

ALL SALES ARE FINAL NO REFUNDS

ALL EXCHANGES AND CANCELLATIONS ARE SUBJECT TO SELLER APPROVAL. A minimum fee of 15% of the purchase price will be assessed (re-stocking fee) on seller approved returns, exchanges or cancellations. · Buyer assumes all risks associated with transportation of merchandise picked up. · Buyer agrees to measure doorways and stairways before ordering, as seller is not responsible for merchandise purchased that is too large to fit. · SELLER CAN DESIGNATE A DAY FOR DELIVERY, but not a specific time. · Seller cannot move, haul, or rearrange old furniture. · Seller makes no warranty beyond any written description itemized on this order. · Such disclaimer does not affect manufacturer warranty, if any. · Seller will assist the buyer in the exercise of all factory warranties. · BUYER LAYAWAYS ARE NOT SUBJECT TO CANCELLATION. · Buyer agrees to complete payment on schedule, or proceeds of prior payment(s) towards layaway may be forfeited.

BUYER AUTHORIZES ABOVE ORDER

MERCHANDISE RECEIVED
IN GOOD CONDITION

X

X

SUBTOTAL: \$899.00

DELIVERY: \$0.00

TAX: \$0.00

INVOICE TOTAL: \$899.00

TOTAL DUE: \$899.00



John Alberts, Mayor & Council Member Ward II
Ken Smith, Vice Mayor & Council Member At Large
Nick Grba, Council Member Ward I
Rick Opitz, Council Member Ward III
Michael McEachern, Council Member Ward IV

From the Office of the
Public Works Director
Matt Maly

2A

Date: June 13, 2012
To: Grayson Bottom
From: Matt Maly
Re: Water Tower Asset Management and Full Service Maintenance RFP

We convened a 4 person committee to review the 2 proposals submitted to the City. The committee was made up of Gary Giddings, Bill Stover, Brent Griffin, and myself. Each member evaluated the 2 proposals individually and filled out an evaluation sheet on each company. In review of all the evaluation sheets it was unanimous that Utility Service had the best overall proposal. I have attached the review sheets completed by each person on the committee.

It is my recommendation that the City contracts Utility Service for the Asset Management and Full Service Maintenance Program for our water towers. The proposed agreement will provide for a full service program including 2 complete surface paint coatings of each water tower over 12 years with the total cost of \$2,039,823.00.

Furthermore, it is my suggestion that we take advantage of the 7 year upfront renovation cost spread schedule to minimize the impact on the annual budget. Lastly, if we commit to a down payment of \$300,000.00 out of the current year reserve in account 70-503-418, it will reduce our annual cost for the first 7 years by \$42,856.00 annually.

AGREEMENT FOR WATER TANK SERVICES

THIS AGREEMENT FOR WATER TANK SERVICES (hereinafter "**Agreement**") made and effective this _____ day of June, 2012 (hereinafter "**Effective Date**").

BETWEEN: YUKON MUNICIPAL AUTHORITY, having a mailing address of Post Office Box 850500, Yukon, Oklahoma 73085 (hereinafter, the "**YMA**");

AND: UTILITY SERVICE CO., INC., a corporation organized and subsisting pursuant to the laws of the State of Georgia, having an office at 535 General Courtney Hodges Boulevard, Perry, Georgia 31069 (hereinafter, "**USCI**" or "**Company**").

WHEREAS, YMA desires to engage USCI to perform certain services to maintain YMA's **500,000 Gallon Standpipe known as the "Cornwell Tank"** ("**Tank**"); and

WHEREAS, USCI has agreed to provide such services to YMA's Tank, pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained and other valuable consideration, the parties hereto agree as follows:

1.0 LIST OF SCHEDULES AND EXHIBITS

The terms and conditions of this Agreement shall include the schedules designated below, which are incorporated herein by reference. This Agreement shall prevail in the event of any conflict between the terms of this Agreement and any schedule. The schedules are as follows:

- Schedule A – Schedule of Work and Fees
- Schedule B – Specification for Renovations
- Schedule C – Specification for PAX Mixing System

2.0 TERM

The term of this Agreement shall be twelve (12) years ("**Term**"), and said Term shall commence on the Effective Date hereof. The parties agree that YMA shall have the right to renew this Agreement for subsequent renewal terms ("**Renewal Terms**") pursuant to Section 11 hereinbelow.

3.0 USCI SERVICES

- 3.1 This Agreement outlines USCI's responsibility for the care and maintenance of YMA's Tank. Care and maintenance ("**USCI Services**") of the Tank include the following:

1. USCI will annually inspect and service the Tank in accordance with the schedule of work on Schedule A. The Tank will be thoroughly inspected to ensure that the structure is in a sound, water-tight condition; and,
2. The Tank will receive washout inspections pursuant to the schedule of work in Schedule A. During a washout inspection, the Tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the Tank or its contents. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning the Tank to service; however, the YMA is responsible for draining and filling the Tank and conducting any required testing of the water. A written report will be mailed to YMA after each inspection; and,
3. USCI shall furnish engineering and inspection services needed to maintain and repair the Tank during the term of this Agreement. The repairs include: steel parts, expansion joints, water level indicators, sway rod adjustments, and manhole covers/gaskets; and,
4. USCI shall perform exterior and interior renovation(s) of the Tank in accordance with the schedule of work set forth on Schedule A and in accordance with the specifications set forth on Schedule B. During the renovations scheduled for Contract Year 1, USCI shall install an active mixing system with the product specifications set forth on Schedule C. When exterior and interior painting is performed, procedures as outlined in A.W.W.A.-D102 specification for cleaning and coating of potable water tanks will be followed. At the time the exterior is painted, USCI agrees to paint the tank with identical designs and colors as existing and to select a coating system which best suits the site conditions, environment, and general location of the Tank; and,
5. USCI shall install locks on the roof hatch of the Tank and provide YMA keys to said locks; and,
6. USCI will furnish all labor and materials to provide emergency services, when needed, to perform necessary repairs to the Tank. USCI will be allowed reasonable travel time for the repair unit to reach the Tank site for emergency repairs; and,
7. USCI will furnish pressure relief valves, if requested by YMA, so that the YMA can install the valves in its water system while the Tank is being serviced and,
8. USCI will furnish current certificates of insurance evidencing its coverage throughout the term of this Agreement, and YMA shall be added as an additional insured to USCI's general liability policy.

3.2 USCI shall not provide any service or material which is not set forth in this Agreement, unless USCI obtains prior written consent from YMA. If YMA gives prior written consent for additional services, YMA shall compensate USCI with a fee mutually agreed to by the parties in writing. Any additional services or materials provided by USCI without YMA's prior written consent shall be at USCI's own risk, cost, and expense, and USCI shall not make a claim for compensation from YMA for such work. However, YMA hereby agrees that certain items are excluded from this Agreement. In this regard, USCI shall not be responsible or liable for the following:

1. Containment of the Tank is not included for any USCI Services;
2. Disposal of any hazardous waste which shall include any hazardous substance or any pollutant or contaminant defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" law, the Toxic Substances Control Act, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect, or any other hazardous, toxic or dangerous waste substance or material, including without limitation, any fungus, yeast or mold, and/or any spores or toxins emanating therefrom;
3. Resolution of operational problems or structural damage to the Tank due to cold weather;
4. Repair of structural damage due to antenna installations or other attachments for which the Tank was not originally designed;
5. Resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground;
6. Negligent acts of the YMA's employees, agents or its contractors;
7. Damages, whether foreseen or unforeseen, caused by the YMA's use of pressure relief valves;
8. Any latent defects of the tank or its components (e.g., corrosion from the underside of the floor plates)
9. Repairs to the foundation of the Tank; or
10. Other conditions which are beyond YMA's and USCI's control, including, but not limited to: acts of God and acts of terrorism.

Acts of terrorism include, but are not limited to, any damage to the Tank or Tank site which results from unauthorized entry of any kind to the Tank or Tank site.

4.0 **FEES AND PAYMENT**

- 4.1 As compensation for providing USCI Services to the Tank as set forth in Section 3, YMA shall pay USCI an initial fee of \$75,000 on or before June 30, 2012. Thereafter, YMA shall pay USCI an annual fee as reflected on Schedule A ("**Annual Fee**"), plus any applicable taxes, for each contract year ("**Contract Year**") through Contract Year 12. The annual fee of \$28,718 for Contract Year 1 shall be due and payable upon completion of the renovation project scheduled for Contract Year 1; however, each subsequent Annual Fee shall be due and payable on July 1st of each successive Contract Year. The parties hereby agree that the entire Annual Fee is earned as of July 1st of each Contract Year. For illustrative purposes, the Annual Fee for Contract Year 3 shall be due and payable on July 1, 2014.
- 4.2 The parties to this Agreement hereby acknowledge and agree that USCI has allocated its Annual Fees for this Agreement based on the assumption that USCI will perform all of the USCI Services shown on Schedule A at the times shown therein. The parties further agree that significant improvements and repairs will be made to the Tank in Contract Year 1, and the cost of that work is allocated over the first **seven (7)** Contract Years of this Agreement. Thus, if YMA terminates this Agreement for any reason prior to remitting the first **seven (7)** Annual Fees, the unpaid balance of the first **seven (7)** Annual Fees shall be due and payable immediately upon termination of this Agreement.

5.0 **INDEPENDENT CONTRACTOR**

The relationship of USCI to YMA is that of an independent contractor. Under no circumstance shall any employee of one party be deemed to be the employee of the other for any purpose. Neither party has the right nor authority to assume nor to create any obligation or responsibility on behalf of the other party, except as may from time to time be provided by written instrument signed by both parties. Nothing contained herein shall be construed as implying a joint venture, agency, consortium or partnership relationship between the parties hereto.

6.0 **USCI WARRANTIES AND COVENANTS**

USCI warrants that it has the authority to enter into and be bound by this Agreement and that no other contract or agreement prohibits USCI's execution of this Agreement.

7.0 **YMA WARRANTIES AND COVENANTS**

YMA warrants that it has the authority to enter into and be bound by this Agreement and that no other contract, agreement, law, or ordinance prohibits YMA's execution of this Agreement.

8.0 STRUCTURE OF TANK

USCI is accepting the Tank under program based upon its existing structure and components. Any modifications to the Tank, including antenna installations, shall be approved by USCI prior to installation and may warrant an increase in the Annual Fees for tank maintenance.

9.0 FORCE MAJEURE

9.1 Neither party shall be responsible for any failure to perform or for any delay in performance of the terms of this Agreement where the failure or delay is due to acts of God or the public enemy, war, riot, embargo, fire, explosion, sabotage, flood, accident, strikes, lockouts or other labor disturbances from whatever cause arising; enactment, promulgation or issuance of any laws, regulations, orders or decrees of any competent governmental, regulatory or judicial authority; or, without limiting the generality of the foregoing, any other circumstances of like or different character beyond such party's control ("**Force Majeure Event**").

9.2 Should the performance of either party be prevented or delayed by such a Force Majeure Event, the non-performing party shall be excused from further performance of the terms of the Agreement so affected for so long as the circumstances of the Force Majeure Event prevail. The non-performing party shall use commercially reasonable efforts to recommence performance whenever and to whatever extent possible.

10.0 TERMINATION

10.1 YMA may, by written notice, terminate this Agreement when it is in the best interest of YMA. Any such notice of termination by YMA shall be effective ninety (90) days from USCI's receipt of the termination notice. USCI may, by written notice, terminate this Agreement if YMA fails to pay a properly due and payable invoice within forty-five (45) days of its due date. Any such termination by USCI shall be effective immediately.

10.2 The parties agree that USCI has allocated its annual fees under this Agreement based upon the schedule of work in Schedule A. Thus, if this Agreement is terminated before the expiration of the Term, YMA agrees that it shall pay USCI the remaining unpaid balance, if any, set forth in Section 4.2 hereinabove.

11.0 POTENTIAL RENEWAL TERMS OF AGREEMENT

11.1 The YMA may renew this Agreement for up to two successive Renewal Terms of five (5) years each. Each successive Renewal Term shall require YMA to issue and deliver a Notice to Proceed to USCI by the expiration of the Term.

11.2 If the YMA renews this Agreement pursuant to 11.1 above, the YMA shall pay the same Annual Fee listed in Schedule A for Contract Year 12 for the additional year of Contract Year 13. In Contract Year 14 and each third anniversary thereafter, the Annual Fee shall

be adjusted to reflect the current cost of service. The adjustment of the Annual Fees shall be limited to a maximum of 5% per annum. All applicable taxes, if any, are the responsibility of the YMA and are in addition to the stated costs and fees in this Agreement.

- 11.3 If the YMA renews this Agreement pursuant to 11.1 above, the washout and visual inspection services shall continue on an alternating basis, and future renovations of the Tank shall be scheduled based on the needs identified during the annual inspections. As a general rule, the exterior must be, at a minimum, overcoated approximately every eight to ten years and the interiors renovated every ten to twelve years.

12.0 GENERAL

12.1 GOVERNING LAW

This contract shall be governed by and construed in accordance with the laws of the State of Oklahoma.

12.2 ASSIGNMENT

Neither party may assign this Agreement without the prior written consent of the other party. Any such attempt to assign this Agreement without the required written consent shall be null and void.

12.3 NOTICE

Any notice, demand or other communication required or permitted to be given to either party shall be in writing and shall be:

- (a) sent by overnight courier; or
- (b) sent by certified mail with return receipt requested.

Any notice, demand or other communication given pursuant to subparagraphs (a) and (b) above shall be delivered or sent to the attention of the President of the intended recipient at its address listed hereinabove. Either party may from time to time change its address by written notice to the other party given in accordance with the provisions hereof.

12.4 AMENDMENT AND WAIVER

No amendment or waiver of this Agreement shall be binding unless it is in writing and signed by both parties.

12.5 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and

discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof except as specifically set forth in this Agreement.

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

UTILITY SERVICE CO., INC.

YUKON MUNICIPAL AUTHORITY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Attest: _____

Attest: _____

City of Yukon- Yukon Municipality Authority
Asset Management and Full Service Maintenance Program for Water Storage Vessels

SCHEDULE A - SCHEDULE OF WORK AND FEES
Seven (7) Year Upfront Renovation Cost Spread

TANK	Year 1 2012	Year 2 2013	Year 3 2014	Year 4 2015	Year 5 2016	Year 6 2017	Year 7 2018	Year 8 2019	Year 9 2020	Year 10 2021	Year 11 2022	Year 12 2023
500,000 Gallon Standpipe- Cornwell Tank	Exterior & Interior Renovation & Repairs	Visual Inspection, Any Needed Repairs, Emergency Service	Washout Inspection, Any Needed Repairs, Emergency Service	Visual Inspection Any Needed Repairs Emergency Service	Washout Inspection, Any Needed Repairs, Emergency Service	Visual Inspection Any Needed Repairs Emergency Service	Washout Inspection, Any Needed Repairs, Emergency Service	Visual Inspection Any Needed Repairs Emergency Service	Exterior & Interior Renovation	Visual Inspection Any Needed Repairs Emergency Service	Washout Inspection, Any Needed Repairs, Emergency Service	Visual Inspection Any Needed Repairs Emergency Service
	\$ 28,718	\$ 28,718	\$ 28,718	\$ 28,718	\$ 28,718	\$ 28,718	\$ 28,718	\$ 17,888	\$ 17,888	\$ 17,888	\$ 19,857	\$ 19,857

Schedule B – Specification for Renovations

YEAR 1 (2012)

500,000 Gallon Standpipe – Cornwell Tower

Exterior

1. All exterior surfaces must be pressure washed with a minimum of 4,000 P.S.I. washer to remove any surface contamination.
2. All rusted areas must be Hand/Power tool cleaned per SSPC-SP2, SP3 cleaning methods.
3. All rusted or bare areas must be spot primed with a rust inhibitive metal primer.
4. One (1) full intermediate coat of a Tnemec series compatible coating shall be applied to complete exterior surfaces (100%).
5. One (1) full finish coat of a Tnemec series compatible coating shall be applied to complete exterior surfaces (100%).
6. Retrace logo.

Interior - Wet

1. The complete interior (100%) shall be abrasive blast cleaned to SSPC-SP No. 10 "Near White" finish. The commercial additive Blastox shall be added to the blast media.
2. After abrasive cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
3. A high build epoxy liner manufactured by the Tnemec Company shall be applied as follows:
 - a. Primer Coat: One [1] complete coat of Tnemec Series N140 Epoxy shall be applied to achieve a dry film thickness of 3 to 5 mils.
 - b. Finish Coat: One [1] complete finish coat of Tnemec Series N140 Epoxy shall be applied to achieve a dry film thickness of 4 to 6 mils.
 - c. Contrasting Color: Each coat of epoxy paint shall be of contrasting color.
 - d. Stripe Coat: One additional coat of epoxy shall be applied by brush and roller to all weld seams.
 - e. Caulk Roof Seams
4. After the liner has properly cured, the interior surfaces shall be disinfected per A.W.W.A. Spray Method No. 2 (200 PPM).
5. The spent abrasive media shall be tested per TCLP-(8) Heavy Metals as mandated by the State.
6. Once the tests results confirm the non-hazardous status of the wastes, the spent abrasive shall be disposed of properly.
7. The Tanks shall be sealed and made ready for service.

Repairs

1. Caulk/Grout Concrete Foundation
2. Remove Interior Spider Rods
3. Weld Seal any loose roof plates
4. Install 24-inch AWWA Approved Roof Vent
5. Install Overflow Pipe Flapper and Screen
6. Install Standard Locking Ladder Gate
7. Remove Access Ladder Security Cage
8. Install Active Mixing Systems

YEAR 9 (2020)

500,000 Gallon Standpipe – Cornwell Tower

Exterior

1. All exterior surfaces must be pressure washed with a minimum of 4,000 P.S.I. washer to remove any surface contamination.
2. All rusted areas must be Hand/Power tool cleaned per SSPC-SP2, SP3 cleaning methods.
3. All rusted or bare areas must be spot primed with a rust inhibitive metal primer.
4. One (1) full intermediate coat of an Tnemec compatible Series coating shall be applied to complete exterior surfaces (100%).
5. One (1) full finish coat of a Tnemec compatible Series coating shall be applied to complete exterior surfaces (100%).
6. Retrace block logo.

Interior - Wet

1. The complete interior (100%) shall be abrasive blast cleaned to SSPC-SP No. 10 “Near White” finish.
2. After abrasive cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
3. A high build epoxy liner manufactured by the Tnemec Company shall be applied as follows:
 - a. Primer Coat: One [1] complete coat of Tnemec Series N140 Epoxy shall be applied to achieve a dry film thickness of 3 to 5 mils.
 - b. Finish Coat: One [1] complete finish coat of Tnemec Series N140 Epoxy shall be applied to achieve a dry film thickness of 4 to 6 mils.
 - c. Contrasting Color: Each coat of epoxy paint shall be of contrasting color.
 - d. Stripe Coat: One additional coat of epoxy shall be applied by brush and roller to all weld seams.
 - e. Caulk Roof Seams
4. After the liner has properly cured, the interior surfaces shall be disinfected per A.W.W.A. Spray Method No. 2 (200 PPM).
5. The spent abrasive media shall be tested per TCLP-(8) Heavy Metals as mandated by the State.
6. Once the tests results confirm the non-hazardous status of the wastes, the spent abrasive shall be disposed of properly.
7. The Tanks shall be sealed and made ready for service.

AGREEMENT FOR WATER TANK SERVICES

THIS AGREEMENT FOR WATER TANK SERVICES (hereinafter "**Agreement**") made and effective this _____ day of June, 2012 (hereinafter "**Effective Date**").

BETWEEN: YUKON MUNICIPAL AUTHORITY, having a mailing address of Post Office Box 850500, Yukon, Oklahoma 73085 (hereinafter, the "**YMA**");

AND: UTILITY SERVICE CO., INC., a corporation organized and subsisting pursuant to the laws of the State of Georgia, having an office at 535 General Courtney Hodges Boulevard, Perry, Georgia 31069 (hereinafter, "**USCI**" or "**Company**").

WHEREAS, YMA desires to engage USCI to perform certain services to maintain YMA's **1,000,000 Gallon Standpipe known as the "Vandament Tower"** ("**Tank**"); and

WHEREAS, USCI has agreed to provide such services to YMA's Tank, pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained and other valuable consideration, the parties hereto agree as follows:

1.0 LIST OF SCHEDULES AND EXHIBITS

The terms and conditions of this Agreement shall include the schedules designated below, which are incorporated herein by reference. This Agreement shall prevail in the event of any conflict between the terms of this Agreement and any schedule. The schedules are as follows:

Schedule A – Schedule of Work and Fees
Schedule B – Specification for Renovations
Schedule C – Specification for PAX Mixing System

2.0 TERM

The term of this Agreement shall be twelve (12) years ("**Term**"), and said Term shall commence on the Effective Date hereof. The parties agree that YMA shall have the right to renew this Agreement for subsequent renewal terms ("**Renewal Terms**") pursuant to Section 11 hereinbelow.

3.0 USCI SERVICES

3.1 This Agreement outlines USCI's responsibility for the care and maintenance of YMA's Tank. Care and maintenance ("**USCI Services**") of the Tank include the following:

1. USCI will annually inspect and service the Tank in accordance with the schedule of work on Schedule A. The Tank will be thoroughly inspected to ensure that the structure is in a sound, water-tight condition; and,
2. The Tank will receive washout inspections pursuant to the schedule of work in Schedule A. During a washout inspection, the Tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the Tank or its contents. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning the Tank to service; however, the YMA is responsible for draining and filling the Tank and conducting any required testing of the water. A written report will be mailed to YMA after each inspection; and,
3. USCI shall furnish engineering and inspection services needed to maintain and repair the Tank during the term of this Agreement. The repairs include: steel parts, expansion joints, water level indicators, sway rod adjustments, and manhole covers/gaskets; and,
4. USCI shall perform exterior and interior renovation(s) of the Tank in accordance with the schedule of work set forth on Schedule A and in accordance with the specifications set forth on Schedule B. During the renovations scheduled for Contract Year 1, USCI shall install an active mixing system with the product specifications set forth on Schedule C. When exterior and interior painting is performed, procedures as outlined in A.W.W.A.-D102 specification for cleaning and coating of potable water tanks will be followed. At the time the exterior is painted, USCI agrees to paint the tank with identical designs and colors as existing and to select a coating system which best suits the site conditions, environment, and general location of the Tank; and,
5. USCI shall install locks on the roof hatch of the Tank and provide YMA keys to said locks; and,
6. USCI will furnish all labor and materials to provide emergency services, when needed, to perform necessary repairs to the Tank. USCI will be allowed reasonable travel time for the repair unit to reach the Tank site for emergency repairs; and,
7. USCI will furnish pressure relief valves, if requested by YMA, so that the YMA can install the valves in its water system while the Tank is being serviced and,
8. USCI will furnish current certificates of insurance evidencing its coverage throughout the term of this Agreement, and YMA shall be added as an additional insured to USCI's general liability policy.

3.2 USCI shall not provide any service or material which is not set forth in this Agreement, unless USCI obtains prior written consent from YMA. If YMA gives prior written consent for additional services, YMA shall compensate USCI with a fee mutually agreed to by the parties in writing. Any additional services or materials provided by USCI without YMA's prior written consent shall be at USCI's own risk, cost, and expense, and USCI shall not make a claim for compensation from YMA for such work. However, YMA hereby agrees that certain items are excluded from this Agreement. In this regard, USCI shall not be responsible or liable for the following:

1. Containment of the Tank is not included for any USCI Services, except for the initial renovation project scheduled for the first year of this Agreement;
2. Disposal of any hazardous waste which shall include any hazardous substance or any pollutant or contaminant defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" law, the Toxic Substances Control Act, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect, or any other hazardous, toxic or dangerous waste substance or material, including without limitation, any fungus, yeast or mold, and/or any spores or toxins emanating therefrom;
3. Resolution of operational problems or structural damage to the Tank due to cold weather;
4. Repair of structural damage due to antenna installations or other attachments for which the Tank was not originally designed;
5. Resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground;
6. Negligent acts of the YMA's employees, agents or its contractors;
7. Damages, whether foreseen or unforeseen, caused by the YMA's use of pressure relief valves;
8. Any latent defects of the tank or its components (e.g., corrosion from the underside of the floor plates)
9. Repairs to the foundation of the Tank; or

10. Other conditions which are beyond YMA's and USCI's control, including, but not limited to: acts of God and acts of terrorism. Acts of terrorism include, but are not limited to, any damage to the Tank or Tank site which results from unauthorized entry of any kind to the Tank or Tank site.

4.0 **FEES AND PAYMENT**

- 4.1 As compensation for providing USCI Services to the Tank as set forth in Section 3, YMA shall pay USCI an initial fee of \$75,000 on or before June 30, 2012. Thereafter, YMA shall pay USCI an annual fee as reflected on Schedule A ("**Annual Fee**"), plus any applicable taxes, for each contract year ("**Contract Year**") through Contract Year 12. The annual fee of \$57,480 for Contract Year 1 shall be due and payable upon completion of the renovation project scheduled for Contract Year 1; however, each subsequent Annual Fee shall be due and payable on July 1st of each successive Contract Year. The parties hereby agree that the entire Annual Fee is earned as of July 1st of each Contract Year. For illustrative purposes, the Annual Fee for Contract Year 3 shall be due and payable on July 1, 2014.
- 4.2 The parties to this Agreement hereby acknowledge and agree that USCI has allocated its Annual Fees for this Agreement based on the assumption that USCI will perform all of the USCI Services shown on Schedule A at the times shown therein. The parties further agree that significant improvements and repairs will be made to the Tank in Contract Year 1, and the cost of that work is allocated over the first **seven (7)** Contract Years of this Agreement. Thus, if YMA terminates this Agreement for any reason prior to remitting the first **seven (7)** Annual Fees, the unpaid balance of the first **seven (7)** Annual Fees shall be due and payable immediately upon termination of this Agreement.

5.0 **INDEPENDENT CONTRACTOR**

The relationship of USCI to YMA is that of an independent contractor. Under no circumstance shall any employee of one party be deemed to be the employee of the other for any purpose. Neither party has the right nor authority to assume nor to create any obligation or responsibility on behalf of the other party, except as may from time to time be provided by written instrument signed by both parties. Nothing contained herein shall be construed as implying a joint venture, agency, consortium or partnership relationship between the parties hereto.

6.0 **USCI WARRANTIES AND COVENANTS**

USCI warrants that it has the authority to enter into and be bound by this Agreement and that no other contract or agreement prohibits USCI's execution of this Agreement.

7.0 YMA WARRANTIES AND COVENANTS

YMA warrants that it has the authority to enter into and be bound by this Agreement and that no other contract, agreement, law, or ordinance prohibits YMA's execution of this Agreement.

8.0 STRUCTURE OF TANK

USCI is accepting the Tank under program based upon its existing structure and components. Any modifications to the Tank, including antenna installations, shall be approved by USCI prior to installation and may warrant an increase in the Annual Fees for tank maintenance.

9.0 FORCE MAJEURE

9.1 Neither party shall be responsible for any failure to perform or for any delay in performance of the terms of this Agreement where the failure or delay is due to acts of God or the public enemy, war, riot, embargo, fire, explosion, sabotage, flood, accident, strikes, lockouts or other labor disturbances from whatever cause arising; enactment, promulgation or issuance of any laws, regulations, orders or decrees of any competent governmental, regulatory or judicial authority; or, without limiting the generality of the foregoing, any other circumstances of like or different character beyond such party's control ("**Force Majeure Event**").

9.2 Should the performance of either party be prevented or delayed by such a Force Majeure Event, the non-performing party shall be excused from further performance of the terms of the Agreement so affected for so long as the circumstances of the Force Majeure Event prevail. The non-performing party shall use commercially reasonable efforts to recommence performance whenever and to whatever extent possible.

10.0 TERMINATION

10.1 YMA may, by written notice, terminate this Agreement when it is in the best interest of YMA. Any such notice of termination by YMA shall be effective ninety (90) days from USCI's receipt of the termination notice. USCI may, by written notice, terminate this Agreement if YMA fails to pay a properly due and payable invoice within forty-five (45) days of its due date. Any such termination by USCI shall be effective immediately.

10.2 The parties agree that USCI has allocated its annual fees under this Agreement based upon the schedule of work in Schedule A. Thus, if this Agreement is terminated before the expiration of the Term, YMA agrees that it shall pay USCI the remaining unpaid balance, if any, set forth in Section 4.2 hereinabove.

11.0 POTENTIAL RENEWAL TERMS OF AGREEMENT

- 11.1 The YMA may renew this Agreement for up to two successive Renewal Terms of five (5) years each. Each successive Renewal Term shall require YMA to issue and deliver a Notice to Proceed to USCI by the expiration of the Term.
- 11.2 If the YMA renews this Agreement pursuant to 11.1 above, the YMA shall pay the same Annual Fee listed in Schedule A for Contract Year 12 for the additional year of Contract Year 13. In Contract Year 14 and each third anniversary thereafter, the Annual Fee shall be adjusted to reflect the current cost of service. The adjustment of the Annual Fees shall be limited to a maximum of 5% per annum. All applicable taxes, if any, are the responsibility of the YMA and are in addition to the stated costs and fees in this Agreement.
- 11.3 If the YMA renews this Agreement pursuant to 11.1 above, the washout and visual inspection services shall continue on an alternating basis, and future renovations of the Tank shall be scheduled based on the needs identified during the annual inspections. As a general rule, the exterior must be, at a minimum, overcoated approximately every eight to ten years and the interiors renovated every ten to twelve years.

12.0 GENERAL

12.1 GOVERNING LAW

This contract shall be governed by and construed in accordance with the laws of the State of Oklahoma.

12.2 ASSIGNMENT

Neither party may assign this Agreement without the prior written consent of the other party. Any such attempt to assign this Agreement without the required written consent shall be null and void.

12.3 NOTICE

Any notice, demand or other communication required or permitted to be given to either party shall be in writing and shall be:

- (a) sent by overnight courier; or
- (b) sent by certified mail with return receipt requested.

Any notice, demand or other communication given pursuant to subparagraphs (a) and (b) above shall be delivered or sent to the attention of the President of the intended recipient at its address listed hereinabove. Either party may from time to time change its address by written notice to the other party given in accordance with the provisions hereof.

12.4 AMENDMENT AND WAIVER

No amendment or waiver of this Agreement shall be binding unless it is in writing and signed by both parties.

12.5 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof except as specifically set forth in this Agreement.

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

UTILITY SERVICE CO., INC.

YUKON MUNICIPAL AUTHORITY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Attest: _____

Attest: _____

**City of Yukon- Yukon Municipality Authority
Asset Management and Full Service Maintenance Program for Water Storage Vessels**

**SCHEDULE A - SCHEDULE OF WORK AND FEES
Seven (7) Year Upfront Renovation Cost Spread**

TANK	Year 1 2012	Year 2 2013	Year 3 2014	Year 4 2015	Year 5 2016	Year 6 2017	Year 7 2018	Year 8 2019	Year 9 2020	Year 10 2021	Year 11 2022	Year 12 2023
1,000,000 Gallon Standpipe- Vandament Tank	Lead Abatement Exterior & Interior Renovation & Repairs	Visual Inspection, Any Needed Repairs, Emergency Service	Washout Inspection, Any Needed Repairs, Emergency Service	Visual Inspection Any Needed Repairs Emergency Service	Washout Inspection, Any Needed Repairs, Emergency Service	Visual Inspection Any Needed Repairs Emergency Service	Washout Inspection, Any Needed Repairs, Emergency Service	Visual Inspection Any Needed Repairs Emergency Service	Washout Inspection, Any Needed Repairs, Emergency Service	Exterior & Interior Renovation	Visual Inspection Any Needed Repairs Emergency Service	Washout Inspection, Any Needed Repairs, Emergency Service
	\$ 57,480	\$ 57,480	\$ 57,480	\$ 57,480	\$ 57,480	\$ 57,480	\$ 57,480	\$ 24,041	\$ 24,041	\$ 24,041	\$ 26,686	\$ 26,686

Schedule B – Specification for Renovations

YEAR 1 (2012)

100,000,000 Gallon Standpipe – Vandament Tower

Exterior Lead Abatement

1. All exterior surfaces shall be abrasive blast cleaned to a “Commercial” finish, removing all existing paint, rust, dirt, mill scale, and foreign matter by the recommended methods outlined in the Society for Protective Coatings Specification, SSPC-SP No.6. The commercial additive Blastox shall be added to the blast media.
2. After abrasive cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
3. A containment system shall be utilized to meet the emission control requirements of a Class 2A System, as specified in SSPC-Guide 6 (CON), Guide for Containing Debris Generated During Paint Removal Operations, dated December 1, 1997.
4. One (1) full primer coat of Tnemec Series Zinc 94 H2O or equivalent zinc coating shall be applied to 100% of exterior surfaces.
5. One (1) full Intermediate coat of Tnemec Series 69 epoxy or equivalent coating shall be applied to 100% of exterior surfaces.
6. One (1) full finish coat of Tnemec Series 72 urethane or equivalent coating shall be applied to 100% of exterior surfaces.
7. Paint all Concrete Foundations
8. Apply Block Lettering Logo

Interior - Wet

1. The complete interior (100%) shall be abrasive blast cleaned to SSPC-SP No. 10 “Near White” finish.
2. After abrasive cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
3. A high build epoxy liner manufactured by the Tnemec Company shall be applied as follows:
 - a. Primer Coat: One [1] complete coat of Tnemec Series N140 Epoxy shall be applied to achieve a dry film thickness of 3 to 5 mils.
 - b. Finish Coat: One [1] complete finish coat of Tnemec Series N140 Epoxy shall be applied to achieve a dry film thickness of 4 to 6 mils.
 - c. Contrasting Color: Each coat of epoxy paint shall be of contrasting color.
 - d. Stripe Coat: One additional coat of epoxy shall be applied by brush and roller to all weld seams.
 - e. Caulk Roof Seams
4. After the liner has properly cured, the interior surfaces shall be disinfected per A.W.W.A. Spray Method No. 2 (200 PPM).
5. The spent abrasive media shall be tested per TCLP-(8) Heavy Metals as mandated by the State.
6. Once the tests results confirm the non-hazardous status of the wastes, the spent abrasive shall be disposed of properly.
7. The Tanks shall be sealed and made ready for service.

Repairs

1. Remove Old Cathodic Protection System
2. Seal Weld Roof Plates
3. Caulk/Grout Concrete Foundation
4. Install 24-inch AWWA Approved Roof Vent
5. Install Standard Locking Ladder Gate
6. Install Access Ladder Flex Cable Safety Climbing Device
7. Remove Access Ladder Security Cage
8. Install Overflow Pipe Screen
9. Install Active Mixing Systems

YEAR 10 (2021)

100,000,000 Gallon Standpipe – Vandament Tower

Exterior

1. All exterior surfaces must be pressure washed with a minimum of 4,000 P.S.I. washer to remove any surface contamination.
2. All rusted areas must be Hand/Power tool cleaned per SSPC-SP2, SP3 cleaning methods.
3. All rusted or bare areas must be spot primed with a rust inhibitive metal primer.
4. One (1) full intermediate coat of an Tnemec compatible Series coating shall be applied to complete exterior surfaces (100%).
5. One (1) full finish coat of a Tnemec compatible Series coating shall be applied to complete exterior surfaces (100%).
6. Retrace block logo.

Interior - Wet

1. The complete interior (100%) shall be abrasive blast cleaned to SSPC-SP No. 10 "Near White" finish.
2. After abrasive cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
3. A high build epoxy liner manufactured by the Tnemec Company shall be applied as follows:
 - a. Primer Coat: One [1] complete coat of Tnemec Series N140 Epoxy shall be applied to achieve a dry film thickness of 3 to 5 mils.
 - b. Finish Coat: One [1] complete finish coat of Tnemec Series N140 Epoxy shall be applied to achieve a dry film thickness of 4 to 6 mils.
 - c. Contrasting Color: Each coat of epoxy paint shall be of contrasting color.
 - d. Stripe Coat: One additional coat of epoxy shall be applied by brush and roller to all weld seams.
 - e. Caulk Roof Seams
4. After the liner has properly cured, the interior surfaces shall be disinfected per A.W.W.A. Spray Method No. 2 (200 PPM).
5. The spent abrasive media shall be tested per TCLP-(8) Heavy Metals as mandated by the State.
6. Once the tests results confirm the non-hazardous status of the wastes, the spent abrasive shall be disposed of properly.
7. The Tanks shall be sealed and made ready for service.

AGREEMENT FOR WATER TANK SERVICES

THIS AGREEMENT FOR WATER TANK SERVICES (hereinafter "**Agreement**") made and effective this _____ day of June, 2012 (hereinafter "**Effective Date**").

BETWEEN: YUKON MUNICIPAL AUTHORITY, having a mailing address of Post Office Box 850500, Yukon, Oklahoma 73085 (hereinafter, the "**YMA**");

AND: UTILITY SERVICE CO., INC., a corporation organized and subsisting pursuant to the laws of the State of Georgia, having an office at 535 General Courtney Hodges Boulevard, Perry, Georgia 31069 (hereinafter, "**USCI**" or "**Company**").

WHEREAS, YMA desires to engage USCI to perform certain services to maintain YMA's 1,000,000 Gallon Elevated Tank known as the "**Mustang Tower**" ("**Tank**"); and

WHEREAS, USCI has agreed to provide such services to YMA's Tank, pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained and other valuable consideration, the parties hereto agree as follows:

1.0 LIST OF SCHEDULES AND EXHIBITS

The terms and conditions of this Agreement shall include the schedules designated below, which are incorporated herein by reference. This Agreement shall prevail in the event of any conflict between the terms of this Agreement and any schedule. The schedules are as follows:

- Schedule A – Schedule of Work and Fees
- Schedule B – Specification for Renovations
- Schedule C – Specification for PAX Mixing System

2.0 TERM

The term of this Agreement shall be twelve (12) years ("**Term**"), and said Term shall commence on the Effective Date hereof. The parties agree that YMA shall have the right to renew this Agreement for subsequent renewal terms ("**Renewal Terms**") pursuant to Section 11 hereinbelow.

3.0 USCI SERVICES

- 3.1 This Agreement outlines USCI's responsibility for the care and maintenance of YMA's Tank. Care and maintenance ("**USCI Services**") of the Tank include the following:

1. USCI will annually inspect and service the Tank in accordance with the schedule of work on Schedule A. The Tank will be thoroughly inspected to ensure that the structure is in a sound, water-tight condition; and,
2. The Tank will receive washout inspections pursuant to the schedule of work in Schedule A. During a washout inspection, the Tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the Tank or its contents. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning the Tank to service; however, the YMA is responsible for draining and filling the Tank and conducting any required testing of the water. A written report will be mailed to YMA after each inspection; and,
3. USCI shall furnish engineering and inspection services needed to maintain and repair the Tank during the term of this Agreement. The repairs include: steel parts, expansion joints, water level indicators, sway rod adjustments, and manhole covers/gaskets; and,
4. USCI shall perform exterior and interior renovation(s) of the Tank in accordance with the schedule of work set forth on Schedule A and in accordance with the specifications set forth on Schedule B. During the renovations scheduled for Contract Year 1, USCI shall install an active mixing system with the product specifications set forth on Schedule C. When exterior and interior painting is performed, procedures as outlined in A.W.W.A.-D102 specification for cleaning and coating of potable water tanks will be followed. At the time the exterior is painted, USCI agrees to paint the tank with identical designs and colors as existing and to select a coating system which best suits the site conditions, environment, and general location of the Tank; and,
5. USCI shall install locks on the roof hatch of the Tank and provide YMA keys to said locks; and,
6. USCI will furnish all labor and materials to provide emergency services, when needed, to perform necessary repairs to the Tank. USCI will be allowed reasonable travel time for the repair unit to reach the Tank site for emergency repairs; and,
7. USCI will furnish pressure relief valves, if requested by YMA, so that the YMA can install the valves in its water system while the Tank is being serviced and,
8. USCI will furnish current certificates of insurance evidencing its coverage throughout the term of this Agreement, and YMA shall be added as an additional insured to USCI's general liability policy.

3.2 USCI shall not provide any service or material which is not set forth in this Agreement, unless USCI obtains prior written consent from YMA. If YMA gives prior written consent for additional services, YMA shall compensate USCI with a fee mutually agreed to by the parties in writing. Any additional services or materials provided by USCI without YMA's prior written consent shall be at USCI's own risk, cost, and expense, and USCI shall not make a claim for compensation from YMA for such work. However, YMA hereby agrees that certain items are excluded from this Agreement. In this regard, USCI shall not be responsible or liable for the following:

1. Containment of the Tank is not included for any USCI Services;
2. Disposal of any hazardous waste which shall include any hazardous substance or any pollutant or contaminant defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" law, the Toxic Substances Control Act, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect, or any other hazardous, toxic or dangerous waste substance or material, including without limitation, any fungus, yeast or mold, and/or any spores or toxins emanating therefrom;
3. Resolution of operational problems or structural damage to the Tank due to cold weather;
4. Repair of structural damage due to antenna installations or other attachments for which the Tank was not originally designed;
5. Resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground;
6. Negligent acts of the YMA's employees, agents or its contractors;
7. Damages, whether foreseen or unforeseen, caused by the YMA's use of pressure relief valves;
8. Any latent defects of the tank or its components (e.g., corrosion from the underside of the floor plates)
9. Repairs to the foundation of the Tank; or
10. Other conditions which are beyond YMA's and USCI's control, including, but not limited to: acts of God and acts of terrorism.

Acts of terrorism include, but are not limited to, any damage to the Tank or Tank site which results from unauthorized entry of any kind to the Tank or Tank site.

4.0 **FEES AND PAYMENT**

- 4.1 As compensation for providing USCI Services to the Tank as set forth in Section 3, YMA shall pay USCI an initial fee of \$75,000 on or before June 30, 2012. Thereafter, YMA shall pay USCI an annual fee as reflected on Schedule A ("**Annual Fee**"), plus any applicable taxes, for each contract year ("**Contract Year**") through Contract Year 12. The annual fee of \$49,762 for Contract Year 1 shall be due and payable upon completion of the renovation project scheduled for Contract Year 1; however, each subsequent Annual Fee shall be due and payable on July 1st of each successive Contract Year. The parties hereby agree that the entire Annual Fee is earned as of July 1st of each Contract Year. For illustrative purposes, the Annual Fee for Contract Year 3 shall be due and payable on July 1, 2014.
- 4.2 The parties to this Agreement hereby acknowledge and agree that USCI has allocated its Annual Fees for this Agreement based on the assumption that USCI will perform all of the USCI Services shown on Schedule A at the times shown therein. The parties further agree that significant improvements and repairs will be made to the Tank in Contract Year 1, and the cost of that work is allocated over the first **seven (7)** Contract Years of this Agreement. Thus, if YMA terminates this Agreement for any reason prior to remitting the first **seven (7)** Annual Fees, the unpaid balance of the first **seven (7)** Annual Fees shall be due and payable immediately upon termination of this Agreement.

5.0 **INDEPENDENT CONTRACTOR**

The relationship of USCI to YMA is that of an independent contractor. Under no circumstance shall any employee of one party be deemed to be the employee of the other for any purpose. Neither party has the right nor authority to assume nor to create any obligation or responsibility on behalf of the other party, except as may from time to time be provided by written instrument signed by both parties. Nothing contained herein shall be construed as implying a joint venture, agency, consortium or partnership relationship between the parties hereto.

6.0 **USCI WARRANTIES AND COVENANTS**

USCI warrants that it has the authority to enter into and be bound by this Agreement and that no other contract or agreement prohibits USCI's execution of this Agreement.

7.0 **YMA WARRANTIES AND COVENANTS**

YMA warrants that it has the authority to enter into and be bound by this Agreement and that no other contract, agreement, law, or ordinance prohibits YMA's execution of this Agreement.

8.0 STRUCTURE OF TANK

USCI is accepting the Tank under program based upon its existing structure and components. Any modifications to the Tank, including antenna installations, shall be approved by USCI prior to installation and may warrant an increase in the Annual Fees for tank maintenance.

9.0 FORCE MAJEURE

- 9.1 Neither party shall be responsible for any failure to perform or for any delay in performance of the terms of this Agreement where the failure or delay is due to acts of God or the public enemy, war, riot, embargo, fire, explosion, sabotage, flood, accident, strikes, lockouts or other labor disturbances from whatever cause arising; enactment, promulgation or issuance of any laws, regulations, orders or decrees of any competent governmental, regulatory or judicial authority; or, without limiting the generality of the foregoing, any other circumstances of like or different character beyond such party's control ("**Force Majeure Event**").
- 9.2 Should the performance of either party be prevented or delayed by such a Force Majeure Event, the non-performing party shall be excused from further performance of the terms of the Agreement so affected for so long as the circumstances of the Force Majeure Event prevail. The non-performing party shall use commercially reasonable efforts to recommence performance whenever and to whatever extent possible.

10.0 TERMINATION

- 10.1 YMA may, by written notice, terminate this Agreement when it is in the best interest of YMA. Any such notice of termination by YMA shall be effective ninety (90) days from USCI's receipt of the termination notice. USCI may, by written notice, terminate this Agreement if YMA fails to pay a properly due and payable invoice within forty-five (45) days of its due date. Any such termination by USCI shall be effective immediately.
- 10.2 The parties agree that USCI has allocated its annual fees under this Agreement based upon the schedule of work in Schedule A. Thus, if this Agreement is terminated before the expiration of the Term, YMA agrees that it shall pay USCI the remaining unpaid balance, if any, set forth in Section 4.2 hereinabove.

11.0 POTENTIAL RENEWAL TERMS OF AGREEMENT

- 11.1 The YMA may renew this Agreement for up to two successive Renewal Terms of five (5) years each. Each successive Renewal Term shall require YMA to issue and deliver a Notice to Proceed to USCI by the expiration of the Term.
- 11.2 If the YMA renews this Agreement pursuant to 11.1 above, the YMA shall pay the same Annual Fee listed in Schedule A for Contract Year 12 for the additional year of Contract Year 13. In Contract Year 14 and each third anniversary thereafter, the Annual Fee shall

be adjusted to reflect the current cost of service. The adjustment of the Annual Fees shall be limited to a maximum of 5% per annum. All applicable taxes, if any, are the responsibility of the YMA and are in addition to the stated costs and fees in this Agreement.

- 11.3 If the YMA renews this Agreement pursuant to 11.1 above, the washout and visual inspection services shall continue on an alternating basis, and future renovations of the Tank shall be scheduled based on the needs identified during the annual inspections. As a general rule, the exterior must be, at a minimum, overcoated approximately every eight to ten years and the interiors renovated every ten to twelve years.

12.0 GENERAL

12.1 GOVERNING LAW

This contract shall be governed by and construed in accordance with the laws of the State of Oklahoma.

12.2 ASSIGNMENT

Neither party may assign this Agreement without the prior written consent of the other party. Any such attempt to assign this Agreement without the required written consent shall be null and void.

12.3 NOTICE

Any notice, demand or other communication required or permitted to be given to either party shall be in writing and shall be:

- (a) sent by overnight courier; or
- (b) sent by certified mail with return receipt requested.

Any notice, demand or other communication given pursuant to subparagraphs (a) and (b) above shall be delivered or sent to the attention of the President of the intended recipient at its address listed hereinabove. Either party may from time to time change its address by written notice to the other party given in accordance with the provisions hereof.

12.4 AMENDMENT AND WAIVER

No amendment or waiver of this Agreement shall be binding unless it is in writing and signed by both parties.

12.5 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and

discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof except as specifically set forth in this Agreement.

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

UTILITY SERVICE CO., INC.

YUKON MUNICIPAL AUTHORITY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Attest: _____

Attest: _____

City of Yukon- Yukon Municipality Authority
Asset Management and Full Service Maintenance Program for Water Storage Vessels

SCHEDULE A - SCHEDULE OF WORK AND FEES
Seven (7) Year Upfront Renovation Cost Spread

TANK	Year 1 2012	Year 2 2013	Year 3 2014	Year 4 2015	Year 5 2016	Year 6 2017	Year 7 2018	Year 8 2019	Year 9 2020	Year 10 2021	Year 11 2022	Year 12 2023
1,000,000 Gallon Elevated- Mustang Tank	Exterior & Interior Renovation & Repairs	Visual Inspection, Any Needed Repairs, Emergency Service	Washout Inspection, Any Needed Repairs, Emergency Service	Visual Inspection Any Needed Repairs Emergency Service	Washout Inspection, Any Needed Repairs, Emergency Service	Visual Inspection Any Needed Repairs Emergency Service	Washout Inspection, Any Needed Repairs, Emergency Service	Visual Inspection Any Needed Repairs Emergency Service	Exterior & Interior Renovation	Visual Inspection Any Needed Repairs Emergency Service	Washout Inspection, Any Needed Repairs, Emergency Service	Visual Inspection Any Needed Repairs Emergency Service
	\$ 49,762	\$ 49,762	\$ 49,762	\$ 49,762	\$ 49,762	\$ 49,762	\$ 49,762	\$ 26,261	\$ 26,261	\$ 26,261	\$ 29,150	\$ 29,150

Schedule B – Specification for Renovations

YEAR 1 (2012)

1,000,000 Gallon Elevated – Mustang Tower

Exterior

1. All exterior surfaces must be pressure washed with a minimum of 4,000 P.S.I. washer to remove any surface contamination.
2. All rusted areas must be Hand/Power tool cleaned per SSPC-SP2, SP3 cleaning methods.
3. All rusted or bare areas must be spot primed with a rust inhibitive metal primer.
4. One (1) full intermediate coat of an Tnemec compatible Series coating shall be applied to complete exterior surfaces (100%).
5. One (1) full finish coat of a Tnemec compatible Series coating shall be applied to complete exterior surfaces (100%).
6. Retrace block logos.
7. Paint Foundation.

Interior - Wet

1. The complete interior (100%) shall be abrasive blast cleaned to SSPC-SP No. 10 "Near White" finish.
2. After abrasive cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
3. A high build epoxy liner manufactured by the Tnemec Company shall be applied as follows:
 - a. Primer Coat: One [1] complete coat of Tnemec Series N140 Epoxy shall be applied to achieve a dry film thickness of 3 to 5 mils.
 - b. Finish Coat: One [1] complete finish coat of Tnemec Series N140 Epoxy shall be applied to achieve a dry film thickness of 4 to 6 mils.
 - c. Contrasting Color: Each coat of epoxy paint shall be of contrasting color.
 - d. Stripe Coat: One additional coat of epoxy shall be applied by brush and roller to all weld seams.
 - e. Caulk Roof Seams
4. After the liner has properly cured, the interior surfaces shall be disinfected per A.W.W.A. Spray Method No. 2 (200 PPM).
5. The spent abrasive media shall be tested per TCLP-(8) Heavy Metals as mandated by the State.
6. Once the tests results confirm the non-hazardous status of the wastes, the spent abrasive shall be disposed of properly.
7. The Tanks shall be sealed and made ready for service.

Repairs

1. Install Balcony Weepholes
2. Install Dome Ladder Flex Cable Safety Climb Device
3. Dome Ladder Repair
4. Install 36-inch AWWA Approved Roof Vent
5. Install Active Mixing Systems

YEAR 9 (2020)

1,000,000 Gallon Elevated – Mustang Tower

Exterior

1. All exterior surfaces must be pressure washed with a minimum of 4,000 P.S.I. washer to remove any surface contamination.
2. All rusted areas must be Hand/Power tool cleaned per SSPC-SP2, SP3 cleaning methods.
3. All rusted or bare areas must be spot primed with a rust inhibitive metal primer.
4. One (1) full intermediate coat of a Tnemec compatible Series coating shall be applied to complete exterior surfaces (100%).
5. One (1) full finish coat of a Tnemec compatible Series coating shall be applied to complete exterior surfaces (100%).
6. Retrace logo

Interior - Wet

1. The complete interior (100%) shall be abrasive blast cleaned to SSPC-SP No. 10 "Near White" finish.
2. After abrasive cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
3. A high build epoxy liner manufactured by the Tnemec Company shall be applied as follows:
 - a. Primer Coat: One [1] complete coat of Tnemec Series N140 Epoxy shall be applied to achieve a dry film thickness of 3 to 5 mils.
 - b. Finish Coat: One [1] complete finish coat of Tnemec Series N140 Epoxy shall be applied to achieve a dry film thickness of 4 to 6 mils.
 - c. Contrasting Color: Each coat of epoxy paint shall be of contrasting color.
 - d. Stripe Coat: One additional coat of epoxy shall be applied by brush and roller to all weld seams.
 - e. Caulk Roof Seams
4. After the liner has properly cured, the interior surfaces shall be disinfected per A.W.W.A. Spray Method No. 2 (200 PPM).
5. The spent abrasive media shall be tested per TCLP-(8) Heavy Metals as mandated by the State.
6. Once the tests results confirm the non-hazardous status of the wastes, the spent abrasive shall be disposed of properly.
7. The Tanks shall be sealed and made ready for service.

AGREEMENT FOR WATER TANK SERVICES

THIS AGREEMENT FOR WATER TANK SERVICES (hereinafter "**Agreement**") made and effective this _____ day of June, 2012 (hereinafter "**Effective Date**").

BETWEEN: YUKON MUNICIPAL AUTHORITY, having a mailing address of Post Office Box 850500, Yukon, Oklahoma 73085 (hereinafter, the "**YMA**");

AND: UTILITY SERVICE CO., INC., a corporation organized and subsisting pursuant to the laws of the State of Georgia, having an office at 535 General Courtney Hodges Boulevard, Perry, Georgia 31069 (hereinafter, "**USCI**" or "**Company**").

WHEREAS, YMA desires to engage USCI to perform certain services to maintain YMA's 1,000,000 Gallon Composite Tank known as the "**Integris Tower**" ("**Tank**"); and

WHEREAS, USCI has agreed to provide such services to YMA's Tank, pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained and other valuable consideration, the parties hereto agree as follows:

1.0 LIST OF SCHEDULES AND EXHIBITS

The terms and conditions of this Agreement shall include the schedules designated below, which are incorporated herein by reference. This Agreement shall prevail in the event of any conflict between the terms of this Agreement and any schedule. The schedules are as follows:

Schedule A – Schedule of Work and Fees
Schedule B – Specification for Renovations
Schedule C – Specification for PAX Mixing System

2.0 TERM

The term of this Agreement shall be twelve (12) years ("**Term**"), and said Term shall commence on the Effective Date hereof. The parties agree that YMA shall have the right to renew this Agreement for subsequent renewal terms ("**Renewal Terms**") pursuant to Section 11 hereinbelow.

3.0 USCI SERVICES

3.1 This Agreement outlines USCI's responsibility for the care and maintenance of YMA's Tank. Care and maintenance ("**USCI Services**") of the Tank include the following:

1. USCI will annually inspect and service the Tank in accordance with the schedule of work on Schedule A. The Tank will be thoroughly inspected to ensure that the structure is in a sound, water-tight condition; and,
2. The Tank will receive washout inspections pursuant to the schedule of work in Schedule A. During a washout inspection, the Tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the Tank or its contents. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning the Tank to service; however, the YMA is responsible for draining and filling the Tank and conducting any required testing of the water. A written report will be mailed to YMA after each inspection; and,
3. USCI shall furnish engineering and inspection services needed to maintain and repair the Tank during the term of this Agreement. The repairs include: steel parts, expansion joints, water level indicators, sway rod adjustments, and manhole covers/gaskets; and,
4. USCI shall perform exterior and interior renovation(s) of the Tank in accordance with the schedule of work set forth on Schedule A and in accordance with the specifications set forth on Schedule B. During the renovations scheduled for Contract Year 1, USCI shall install an active mixing system with the product specifications set forth on Schedule C. When exterior and interior painting is performed, procedures as outlined in A.W.W.A.-D102 specification for cleaning and coating of potable water tanks will be followed. At the time the exterior is painted, USCI agrees to paint the tank with identical designs and colors as existing and to select a coating system which best suits the site conditions, environment, and general location of the Tank; and,
5. USCI shall install locks on the roof hatch of the Tank and provide YMA keys to said locks; and,
6. USCI will furnish all labor and materials to provide emergency services, when needed, to perform necessary repairs to the Tank. USCI will be allowed reasonable travel time for the repair unit to reach the Tank site for emergency repairs; and,
7. USCI will furnish pressure relief valves, if requested by YMA, so that the YMA can install the valves in its water system while the Tank is being serviced and,
8. USCI will furnish current certificates of insurance evidencing its coverage throughout the term of this Agreement, and YMA shall be added as an additional insured to USCI's general liability policy.

3.2 USCI shall not provide any service or material which is not set forth in this Agreement, unless USCI obtains prior written consent from YMA. If YMA gives prior written consent for additional services, YMA shall compensate USCI with a fee mutually agreed to by the parties in writing. Any additional services or materials provided by USCI without YMA's prior written consent shall be at USCI's own risk, cost, and expense, and USCI shall not make a claim for compensation from YMA for such work. However, YMA hereby agrees that certain items are excluded from this Agreement. In this regard, USCI shall not be responsible or liable for the following:

1. Containment of the Tank is not included for any USCI Services;
2. Disposal of any hazardous waste which shall include any hazardous substance or any pollutant or contaminant defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" law, the Toxic Substances Control Act, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect, or any other hazardous, toxic or dangerous waste substance or material, including without limitation, any fungus, yeast or mold, and/or any spores or toxins emanating therefrom;
3. Resolution of operational problems or structural damage to the Tank due to cold weather;
4. Repair of structural damage due to antenna installations or other attachments for which the Tank was not originally designed;
5. Resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground;
6. Negligent acts of the YMA's employees, agents or its contractors;
7. Damages, whether foreseen or unforeseen, caused by the YMA's use of pressure relief valves;
8. Any latent defects of the tank or its components (e.g., corrosion from the underside of the floor plates)
9. Repairs to the foundation of the Tank; or
10. Other conditions which are beyond YMA's and USCI's control, including, but not limited to: acts of God and acts of terrorism.

Acts of terrorism include, but are not limited to, any damage to the Tank or Tank site which results from unauthorized entry of any kind to the Tank or Tank site.

4.0 **FEES AND PAYMENT**

- 4.1 As compensation for providing USCI Services to the Tank as set forth in Section 3, YMA shall pay USCI an initial fee of \$75,000 on or before June 30, 2012. Thereafter, YMA shall pay USCI an annual fee as reflected on Schedule A ("**Annual Fee**"), plus any applicable taxes, for each contract year ("**Contract Year**") through Contract Year 12. The annual fee of \$42,438 for Contract Year 1 shall be due and payable upon completion of the renovation project scheduled for Contract Year 1; however, each subsequent Annual Fee shall be due and payable on July 1st of each successive Contract Year. The parties hereby agree that the entire Annual Fee is earned as of July 1st of each Contract Year. For illustrative purposes, the Annual Fee for Contract Year 3 shall be due and payable on July 1, 2014.
- 4.2 The parties to this Agreement hereby acknowledge and agree that USCI has allocated its Annual Fees for this Agreement based on the assumption that USCI will perform all of the USCI Services shown on Schedule A at the times shown therein. The parties further agree that significant improvements and repairs will be made to the Tank in Contract Year 1, and the cost of that work is allocated over the first **seven (7)** Contract Years of this Agreement. Thus, if YMA terminates this Agreement for any reason prior to remitting the first **seven (7)** Annual Fees, the unpaid balance of the first **seven (7)** Annual Fees shall be due and payable immediately upon termination of this Agreement.

5.0 **INDEPENDENT CONTRACTOR**

The relationship of USCI to YMA is that of an independent contractor. Under no circumstance shall any employee of one party be deemed to be the employee of the other for any purpose. Neither party has the right nor authority to assume nor to create any obligation or responsibility on behalf of the other party, except as may from time to time be provided by written instrument signed by both parties. Nothing contained herein shall be construed as implying a joint venture, agency, consortium or partnership relationship between the parties hereto.

6.0 **USCI WARRANTIES AND COVENANTS**

USCI warrants that it has the authority to enter into and be bound by this Agreement and that no other contract or agreement prohibits USCI's execution of this Agreement.

7.0 **YMA WARRANTIES AND COVENANTS**

YMA warrants that it has the authority to enter into and be bound by this Agreement and that no other contract, agreement, law, or ordinance prohibits YMA's execution of this Agreement.

8.0 STRUCTURE OF TANK

USCI is accepting the Tank under program based upon its existing structure and components. Any modifications to the Tank, including antenna installations, shall be approved by USCI prior to installation and may warrant an increase in the Annual Fees for tank maintenance.

9.0 FORCE MAJEURE

- 9.1 Neither party shall be responsible for any failure to perform or for any delay in performance of the terms of this Agreement where the failure or delay is due to acts of God or the public enemy, war, riot, embargo, fire, explosion, sabotage, flood, accident, strikes, lockouts or other labor disturbances from whatever cause arising; enactment, promulgation or issuance of any laws, regulations, orders or decrees of any competent governmental, regulatory or judicial authority; or, without limiting the generality of the foregoing, any other circumstances of like or different character beyond such party's control ("**Force Majeure Event**").
- 9.2 Should the performance of either party be prevented or delayed by such a Force Majeure Event, the non-performing party shall be excused from further performance of the terms of the Agreement so affected for so long as the circumstances of the Force Majeure Event prevail. The non-performing party shall use commercially reasonable efforts to recommence performance whenever and to whatever extent possible.

10.0 TERMINATION

- 10.1 YMA may, by written notice, terminate this Agreement when it is in the best interest of YMA. Any such notice of termination by YMA shall be effective ninety (90) days from USCI's receipt of the termination notice. USCI may, by written notice, terminate this Agreement if YMA fails to pay a properly due and payable invoice within forty-five (45) days of its due date. Any such termination by USCI shall be effective immediately.
- 10.2 The parties agree that USCI has allocated its annual fees under this Agreement based upon the schedule of work in Schedule A. Thus, if this Agreement is terminated before the expiration of the Term, YMA agrees that it shall pay USCI the remaining unpaid balance, if any, set forth in Section 4.2 hereinabove.

11.0 POTENTIAL RENEWAL TERMS OF AGREEMENT

- 11.1 The YMA may renew this Agreement for up to two successive Renewal Terms of five (5) years each. Each successive Renewal Term shall require YMA to issue and deliver a Notice to Proceed to USCI by the expiration of the Term.
- 11.2 If the YMA renews this Agreement pursuant to 11.1 above, the YMA shall pay the same Annual Fee listed in Schedule A for Contract Year 12 for the additional year of Contract Year 13. In Contract Year 14 and each third anniversary thereafter, the Annual Fee shall

be adjusted to reflect the current cost of service. The adjustment of the Annual Fees shall be limited to a maximum of 5% per annum. All applicable taxes, if any, are the responsibility of the YMA and are in addition to the stated costs and fees in this Agreement.

- 11.3 If the YMA renews this Agreement pursuant to 11.1 above, the washout and visual inspection services shall continue on an alternating basis, and future renovations of the Tank shall be scheduled based on the needs identified during the annual inspections. As a general rule, the exterior must be, at a minimum, overcoated approximately every eight to ten years and the interiors renovated every ten to twelve years.

12.0 GENERAL

12.1 GOVERNING LAW

This contract shall be governed by and construed in accordance with the laws of the State of Oklahoma.

12.2 ASSIGNMENT

Neither party may assign this Agreement without the prior written consent of the other party. Any such attempt to assign this Agreement without the required written consent shall be null and void.

12.3 NOTICE

Any notice, demand or other communication required or permitted to be given to either party shall be in writing and shall be:

- (a) sent by overnight courier; or
- (b) sent by certified mail with return receipt requested.

Any notice, demand or other communication given pursuant to subparagraphs (a) and (b) above shall be delivered or sent to the attention of the President of the intended recipient at its address listed hereinabove. Either party may from time to time change its address by written notice to the other party given in accordance with the provisions hereof.

12.4 AMENDMENT AND WAIVER

No amendment or waiver of this Agreement shall be binding unless it is in writing and signed by both parties.

12.5 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and

discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof except as specifically set forth in this Agreement.

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

UTILITY SERVICE CO., INC.

YUKON MUNICIPAL AUTHORITY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Attest: _____

Attest: _____

City of Yukon- Yukon Municipality Authority
Asset Management and Full Service Maintenance Program for Water Storage Vessels

SCHEDULE A - SCHEDULE OF WORK AND FEES
Seven (7) Year Upfront Renovation Cost Spread

TANK	Year 1 2012	Year 2 2013	Year 3 2014	Year 4 2015	Year 5 2016	Year 6 2017	Year 7 2018	Year 8 2019	Year 9 2020	Year 10 2021	Year 11 2022	Year 12 2023
1,000,000 Gallon Composite- Integris Tank	Exterior & Interior Renovation & Repairs	Visual Inspection, Any Needed Repairs, Emergency Service	Washout Inspection, Any Needed Repairs, Emergency Service	Visual Inspection Any Needed Repairs Emergency Service	Washout Inspection, Any Needed Repairs, Emergency Service	Visual Inspection Any Needed Repairs Emergency Service	Washout Inspection, Any Needed Repairs, Emergency Service	Visual Inspection Any Needed Repairs Emergency Service	Washout Inspection, Any Needed Repairs, Emergency Service	Exterior & Interior Renovation	Visual Inspection Any Needed Repairs Emergency Service	Washout Inspection, Any Needed Repairs, Emergency Service
	\$ 42,438	\$ 42,438	\$ 42,438	\$ 42,438	\$ 42,438	\$ 42,438	\$ 42,438	\$ 25,879	\$ 25,879	\$ 25,879	\$ 28,726	\$ 28,726

Schedule B – Specification for Renovations

YEAR 1 (2012)

1,000,000 Gallon Composite Fluted Column-Integris Tower

Exterior

1. All exterior surfaces must be pressure washed with a minimum of 4,000 P.S.I. washer to remove any surface contamination.
2. All rusted areas must be Hand/Power tool cleaned per SSPC-SP2, SP3 cleaning methods.
3. All rusted or bare areas must be spot primed with a rust inhibitive metal primer.
4. One (1) full intermediate coat of an Tnemec compatible Series coating shall be applied to specified exterior surfaces (80%).
5. One (1) full finish coat of a Tnemec compatible Series coating shall be applied to specified exterior surfaces (80%).
6. Retrace logos.

Interior - Wet

1. The complete interior (100%) shall be abrasive blast cleaned to SSPC-SP No. 10 "Near White" finish.
2. After abrasive cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
3. A high build epoxy liner manufactured by the Tnemec Company shall be applied as follows:
 - a. Primer Coat: One [1] complete coat of Tnemec Series N140 Epoxy shall be applied to achieve a dry film thickness of 3 to 5 mils.
 - b. Finish Coat: One [1] complete finish coat of Tnemec Series N140 Epoxy shall be applied to achieve a dry film thickness of 4 to 6 mils.
 - c. Contrasting Color: Each coat of epoxy paint shall be of contrasting color.
 - d. Stripe Coat: One additional coat of epoxy shall be applied by brush and roller to all weld seams.
 - e. Caulk Roof Seams
4. After the liner has properly cured, the interior surfaces shall be disinfected per A.W.W.A. Spray Method No. 2 (200 PPM).
5. The spent abrasive media shall be tested per TCLP-(8) Heavy Metals as mandated by the State.
6. Once the tests results confirm the non-hazardous status of the wastes, the spent abrasive shall be disposed of properly.
7. The Tanks shall be sealed and made ready for service.

Repairs

1. Install Active Mixing Systems

YEAR 10 (2021)

1,000,000 Gallon Composite Fluted Column-Integris Tower

Exterior

1. All exterior surfaces must be pressure washed with a minimum of 4,000 P.S.I. washer to remove any surface contamination.
2. All rusted areas must be Hand/Power tool cleaned per SSPC-SP2, SP3 cleaning methods.
3. All rusted or bare areas must be spot primed with a rust inhibitive metal primer.
4. One (1) full intermediate coat of a Tnemec compatible Series coating shall be applied to complete exterior surfaces (100%).
5. One (1) full finish coat of a Tnemec compatible Series coating shall be applied to complete exterior surfaces (100%).
6. Retrace logo

Interior - Wet

1. The complete interior (100%) shall be abrasive blast cleaned to SSPC-SP No. 10 "Near White" finish.
2. After abrasive cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
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 - c. Contrasting Color: Each coat of epoxy paint shall be of contrasting color.
 - d. Stripe Coat: One additional coat of epoxy shall be applied by brush and roller to all weld seams.
 - e. Caulk Roof Seams
4. After the liner has properly cured, the interior surfaces shall be disinfected per A.W.W.A. Spray Method No. 2 (200 PPM).
5. The spent abrasive media shall be tested per TCLP-(8) Heavy Metals as mandated by the State.
6. Once the tests results confirm the non-hazardous status of the wastes, the spent abrasive shall be disposed of properly.
7. The Tanks shall be sealed and made ready for service.

Schedule C – Specification for PAX Mixing System

ANY TANK. ANY SIZE.™



PAX Water Mixer

Product Specifications

Using a PAX Water Mixer will...

- Lower DBP Production
- Reduce Nitrification Risk
- Prevent Ice Damage



PAX Water Mixer
circulates residual
throughout the
entire tank

...and is more economical and reliable
than Deep Cycling, Draft Tube Mixers and
Passive Nozzles.

Smallest Footprint (Easy Installation)
Low Energy Requirements (Solar or Grid Powered)
SCADA Ready
Optional Chemical Injection System

NSF

Find out how a PAX Water Mixer can help you.
Call our Water Quality Specialists today at 1-866-729-6493
or visit www.paxwater.com

 **PAX**
WATER TECHNOLOGIES™

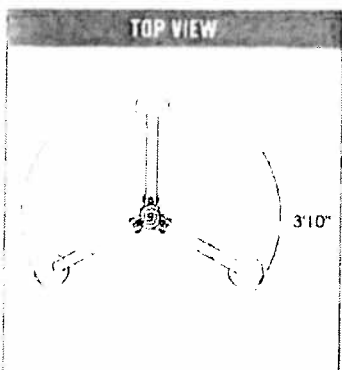
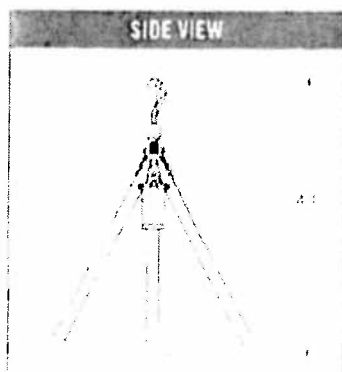
ANY TANK ANY SIZE.*



PAX Water Mixer PWM400

Product Specifications

The PAX Water Mixer is an active, submersible mixing system for cost effective management of drinking water quality in storage tanks and reservoirs. The mixer easily installs without service disruptions or tank modifications, and mixes on-demand to rapidly eliminate stratification, uniformly distribute disinfectants and prevent conditions favorable to nitrification. Efficient and effective mixing of large volumes is made possible by the patented impeller's characteristic axial jet which establishes a stable flow structure throughout the storage volume.



ANSI/NSF STANDARD 61

MIXER SPECIFICATIONS

Power supply requirement	120 VAC, GFCI-protected, 15 Amp circuit
Customer supplied power switch	NEMA 3R, fused, safety disconnect switch
Motor Type	48VDC, Water-filled, water-lubricated, brushless motor
RPM	1200
Nominal power draw	280 Watts @ 1200 RPM
Impeller specifications	8.25" Tall x 4.5" Diameter, SS 316, balanced to 0.4 gram-inches
Footprint diameter	3' 10" (1.17m)
Height	4' 1" (1.24m)
Weight: Mixer Assembly	62 lbs (28.2 kg)
Weight: Control Center	24 lbs (10.9 kg)
Material: Control Center	Stainless Steel NEMA 3R Enclosure
Material: Stand	316 Stainless Steel
Material: Motor Housing	316 Stainless Steel
Material: Motor Seals	Chlorine/chloramine-resistant NBR rubber
Material: Feet	Chlorine/chloramine-resistant EPDM rubber
Wiring	UL-listed Submersible Pump Cable 14 AWG XLPE

Find out how a PAX Water Mixer can help you.
Call our Water Quality Specialists today at 1-866-729-6493
or visit www.paxwater.com

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PAX
WATER TECHNOLOGIES™



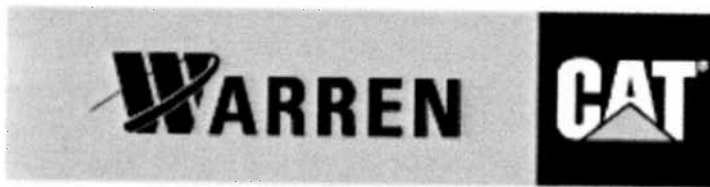
John Alberts, Mayor & Council Member Ward II
 Ken Smith, Vice Mayor & Council Member At Large
 Nick Grba, Council Member Ward I
 Rick Opitz, Council Member Ward III
 Michael McEachern, Council Member Ward IV

**From the Office of the
 Director of Sanitation
 Services
 Bill Stover**

Date: June 28, 2012
 To: Grayson Bottom / City Manager
 From: Bill Stover / Director of Sanitation Services
 Cc: Doug Shivers / City Clerk
 Re: Agenda Item-Multi Terrain Loader

I would like to request that the purchase of a Cat 277C2 Multi Terrain Loader for use at the Transfer Station be place on the July 2 agenda. I have attached the quote from Warren Cat for the price of the machine plus a Two (2) year extended warranty. This is State Contract SW190 Pricing.

Cat 277C2 Multi Terrain Loader	\$55,680.00
2 year ext. warranty (Powertrain + Hydraulics)	<u>\$700.00</u>
	\$56,380.00



Quote 132697-01

June 11, 2012

CITY OF YUKON
PO BOX 850500
YUKON,
Oklahoma
73085-0500

Attention: BILL STOVER

Dear Sir,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

New 2012 277C2 Multi-Terrain Loader

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Steve Winters
Machine Sales Representative

277C2

STANDARD EQUIPMENT

POWERTRAIN - Caterpillar C3.4T Tier4i Certified - Diesel Engine - - 73 Net Horsepower @ 2500 RPM - - Fuel Priming Pump - - Glow Plugs Starting Aid - - Liquid Cooled, Direct Injection - Air Cleaner, Dual Element, Radial Seal - S-O-S Sampling Valve, - Hydraulic Oil - Filter, Spin on, Hydraulic - Filters, Bayonet-Type, Fuel - and Water Separator - Tilt Up Radiator / Hydraulic Oil Cooler - Muffler, Standard - Spring Applied, Hydraulically Released, - Wet Multi Disc Parking Brakes - Hydrostatic Transmission

UNDERCARRIAGE - Steel Imbed Rubber Track (18" Wide) - 2 Speed Motor - Suspension - Independent Torsion Axle

HYDRAULICS - CONTROLS: - Electro/Hydraulic Implement Control, RH - Electro/Hydraulic Hydrostatic - Transmission Control, LH - Hand and Foot Throttle

ELECTRICAL - 12 Volt Electrical System - 90 Ampere Alternator - Ignition Key Start / Stop / Aux Switch - Lights:- Gauge Backlighting - - Two Rear Tail Lights - - Two Rear Working Lights - - Two Adjustable Front - Halogen Lights - - Dome Light - Backup Alarm - Heavy Duty Battery, 880 CCA

OPERATOR ENVIRONMENT - Gauges : - - Fuel Level - - Hour Meter - Operator Warning System Indicators: - - Air Filter Restriction - - Alternator Output - - Armrest Raised / Operator - Out of Seat - - Engine Coolant Temperature - - Engine Oil Pressure - - Glow Plug Activation - - Hydraulic Filter Restriction - - Hydraulic Oil Temperature - - Park Brake Engages - Adjustable Suspension Vinyl Seat - Fold In Ergonomic Contoured Armrest - Control Interlock System, when Operator - Leaves Seat or Armrest Raised : - - Hydraulic System Disables - - Hydrostatic Transmission Disables - - Parking Brake Engages - ROPS Cab, Open, Tilt Up - FOPS, Level I - Top and Rear Windows - Deluxe Headliner - Floormat - Interior Rear View Mirror - 12V Electric Socket - Horn

OTHER STANDARD EQUIPMENT - Engine Enclosure - Lockable - Extended Life Antifreeze (-37C, -34F) - Machine Tie Down Points (4) - Coupler, Mechanical - Support, Lift Arm - Hydraulic Oil Level Sight Gauge - Radiator Coolant Level Sight Gauge - Radiator Expansion Bottle - Caterpillar Tough Guard TM XT Hose - Auxiliary, Hydraulics, Continuous Flow - Heavy Duty Flat Faced Quick Disconnects - Split D-Ring to Route Work Tool Hoses - Along Side of Left Lift Arm - Electrical Outlet, Beacon - Variable Speed Hydraulic Cooling Fan - Belly Pan Cleanout - Per SAE J818 May87 and ISO 5998: 1986 - Rated Operating Capacity : - At 50% Tipping Load - - 3200 lb - - 1451 kg

MACHINE SPECIFICATIONS

Description	Reference No	List Amount
277C2 MULTI TERRAIN LOADER	378-6677	\$62,220.00
HEATER, ENGINE COOLANT, 120V	218-0942	\$184.00
QUICK COUPLER, MANUAL	258-2791	\$0.00
HYDRAULICS, STANDARD FLOW	258-3180	\$0.00
ROPS, ENCLOSED WITH A/C	258-3680	\$4,105.00
RADIO READY	258-4066	\$143.00
DOOR, CAB, GLASS	258-4070	\$200.00
SEAT BELT, 2"	258-4095	\$0.00
COMFORT SEAT, AIR SUSPENSION	258-4330	\$330.00
ENGINE, TIER 4 INTERIM COMPLIANT	295-7113	\$855.00
HYDRAULICS, PROPORTIONAL	378-6706	\$200.00
PERFORMANCE PACKAGE, ML3	378-6665	\$6,700.00
BUCKET-LM, BOCE 84"	279-5430	<u>\$2,003.00</u>
	TOTAL LIST PRICE	\$77,874.00
	28.5% DISCOUNT	- 22,194.00
	SW190 PRICE	\$ 55,680.00

F.O.B/TERMS

City of Yukon

WARRANTY:

Caterpillar Standard 12 Month Unlimited Hour Machine Coverage

EXTENDED WARRANTY OPTIONS

Warren CAT 2 Year / 2000 Hour Powertrain + Hydraulics Coverage	\$ 700.00
Warren CAT 3 Year / 3000 Hour Powertrain + Hydraulics Coverage	\$ 2,950.00
Warren CAT 4 Year / 4000 Hour Powertrain Only Coverage	\$ 1,900.00

Yukon City Council Minutes June 19, 2012

The Yukon City Council met in regular session June 19, 2012 at 7:00 p.m. in the Council Chambers of the Centennial Building, 12 South Fifth Street, Yukon, Oklahoma.

The invocation was given by Pastor Bob Younts, First United Methodist Church
The flag salute was given in unison.

ROLL CALL: (Present) John Alberts, Mayor
 Ken Smith, Vice-Mayor
 Nick Grba, Council Member
 Michael McEachern, Council Member
 Rick Opitz, Council Member

OTHERS PRESENT:

Mike Segler, City Attorney	Doug Shivers, City Clerk
Tammy Kretchmar, Asst. City Manager	John Corn, Chief of Police
Mitch Hort, Community Development Director	Matt Maly, Public Works Director
Gary Cooper, Information Technology Director	Josh Gotcher, Information Technology
Bill Stover, Public Works	Robbie Williams, City Engineer

Presentations and Proclamations

There were no presentations and proclamations.

Visitors

There were no visitors.

(Recess as Yukon City Council and Reconvene as Yukon Municipal Authority)

1A. YMA Consent Docket

This item is placed on the agenda so the Yukon Municipal Authority, by unanimous consent, can designate those routine items they wish to be approved by one motion. If an item does not meet with the approval of all Authority Members, that item will be heard in regular order.

The City Manager recommends a motion to approve:

- A) The minutes of the regular meeting of June 5, 2012**
- B) Payment of material claims in the amount of \$42,115.51**
- C) A First Amendment to Tower Lease Agreement with T-Mobile Central LLC, to extend the terms of the lease from December 1, 2011 through November 30, 2016, for telecommunications equipment located at 950 W. Poplar**

The motion to approve the YMA Consent Docket, consisting of the approval of the minutes of the regular meeting of June 5, 2012, payment of material claims in the amount of \$42,115.51, and extend the T-Mobile Central LLC lease from December 1, 2011 through November 30, 2016 was made by Trustee Smith and seconded by Trustee Grba.

The vote:

AYES: Grba, McEachern, Smith, Alberts, Opitz

NAYS: None

VOTE: 5-0

MOTION CARRIED

- 2A. Consider and approve Resolution No. YMA 2012-04, a resolution authorizing the issuance of the Yukon Municipal Authority ("Authority") Sales Tax and Utility System Revenue and Refunding Bonds, Series 2012, in an aggregate principal amount not to exceed \$15,000,000 ("bonds"), waiving competitive bidding and authorizing the bonds to be sold at a price less than par value by negotiated sale within the limits provided by Title 60 Oklahoma Statutes, Section 176, appointing a Trustee; approving the following**

documents and authorizing the Chairman of the Authority (or Vice Chairman of the Authority in the absence of the Chairman) to execute and deliver same, to-wit: bond purchase agreement with Bosc, inc.; series 2012 supplemental bond indenture, security agreement, preliminary official statement, official statement, closing order, to include payment of the costs of issuing the bonds, and any and all other documents, authorization and designations necessary to consummate issuance of the bonds, to include certifications as to continuing disclosure by the authority; ratifying a lease agreement and operation and maintenance contract between the City of Yukon ("City") and the Authority and agreeing that the term of the lease shall extend so long as any of the bonds remain outstanding and unpaid; ratifying a General Bond Indenture; providing that the Trust Indenture shall be subject to provisions of the General Bond Indenture as supplemented by the series 2012 Supplemental Bond Indenture; providing for bond insurance, but not requiring same; and, authorizing the execution, modification and delivery of necessary documents regarding the bonds, direction of disbursements of proceeds from the sale of the bonds and other matters related to issuance of the bonds.

The motion to approve Resolution No. YMA-2012-04, a Resolution authorizing the issuance of the Yukon Municipal Authority ("Authority") Sales Tax and Utility System Revenue and Refunding Bonds, Series 2012, in an aggregate principal amount not to exceed \$15,000,000 ("bonds"), waiving competitive bidding and authorizing the bonds to be sold at a price less than par value by negotiated sale within the limits provided by Title 60 Oklahoma Statutes, Section 176, appointing a Trustee; approving the following documents and authorizing the Chairman of the Authority (or Vice Chairman of the Authority in the absence of the Chairman) to execute and deliver same, to-wit: bond purchase agreement with Bosc, inc.; series 2012 supplemental bond indenture, security agreement, preliminary official statement, official statement, closing order, to include payment of the costs of issuing the bonds, and any and all other documents, authorization and designations necessary to consummate issuance of the bonds, to include certifications as to continuing disclosure by the authority; ratifying a lease agreement and operation and maintenance contract between the City of Yukon ("City") and the Authority and agreeing that the term of the lease shall extend so long as any of the bonds remain outstanding and unpaid; ratifying a General Bond Indenture; providing that the Trust Indenture shall be subject to provisions of the General Bond Indenture as supplemented by the series 2012 Supplemental Bond Indenture; providing for bond insurance, but not requiring same; and, authorizing the execution, modification and delivery of necessary documents regarding the bonds, direction of disbursements of proceeds from the sale of the bonds and other matters related to issuance of the bonds, was made by Trustee Opitz and seconded by Trustee Smith.

John Williams was here to answer any questions. Bonds will not exceed \$15,000,000 or 20 years, set by Chairman with the market conditions. Interest rates are low and can't go much lower. History has had much higher rates. Extraordinary time to go forward with projects, if approved, we will move ahead.

Bill Strecker agreed with John Williams about the advantage of low interest rates and compared it to being a good time to refinance your home.

Trustee McEachern questioned whether once terms set would it be for the entire term? Bill Strecker stated yes and it would be 15 years with 10 year call. This gives the option to pay bond off early.

Trustee McEachern wanted to know why 20 years? Bill Strecker said 20 years is the longest available time for the bond.

The vote:

AYES: Smith, Opitz, Grba, McEachern, Alberts

NAYS: None

VOTE: 5-0

MOTION CARRIED

- 3A. Consider approving the escrow of \$300,000.00 from the Fiscal Year 2011-2012 Water and Sewer Enterprise Fund Treatment and Supply account, for future use as a down payment toward the *Asset Management and Full Service Maintenance Contract(s) for Water Storage Vessels* (Cornwell Tank, Vandament Tower, Mustang Tower, and Integris Tower), as recommended by the Public Works Director**

The motion to approve the escrow of \$300,000.00 from the Fiscal Year 2011-2012 Water and Sewer Enterprise Fund Treatment and Supply account, for future use as a down payment toward the *Asset Management and Full Service Maintenance Contract(s) for Water Storage Vessels* (Cornwell Tank, Vandament Tower, Mustang Tower, and Integris Tower), as recommended by the Public Works Director, was made by Trustee Grba and seconded by Trustee McEachern.

The vote:

AYES: McEachern, Alberts, Opitz, Smith, Grba

NAYS: None

VOTE: 5-0

MOTION CARRIED

(Adjourn as YMA and Reconvene as Yukon City Council)

1. Consent Docket

This item is placed on the agenda so the City Council, by unanimous consent, can designate those routine items they wish to be approved by one motion. If an item does not meet with the approval of all Council Members, that item will be heard in regular order.

The City Manager recommends a motion that will approve:

- A) The minutes of the regular meeting of June 5, 2012**
- B) Payment of material claims in the amount of \$1,020,070.13**
- C) An addendum to the Prisoner Public Works Project Contract with the Oklahoma Department of Corrections, for the assignment of prisoners to Public Works projects, extending the contract to June 30, 2013.**
- D) The Renewal Agreement for the Oklahoma Municipal Assurance Group Workers' Compensation Plan, along with the selection of available Escrow credits applied to reduce the total premium paid by \$25,173.25**
- E) Setting the date for the next regular Council meeting for MONDAY, July 2, 2012, 7:00 pm, in the Council Chambers of the Centennial Building, 12 S. 5th**

The motion to approve the Consent Docket, consisting of the approval of the minutes of the regular meeting of June 5, 2012; payment of material claims in the amount of \$1,020,070.13; Accepting an addendum to the Prisoner Public Works Project Contract with the Oklahoma Department of Corrections, for the assignment of prisoners to Public Works projects, extending the contract to June 30, 2013; Accepting The Renewal Agreement for the Oklahoma Municipal Assurance Group Workers' Compensation Plan, along with the selection of available Escrow credits applied to reduce the total premium paid by \$25,173.25; Setting the date for the next regular Council meeting for MONDAY, July 2, 2012, 7:00 p.m., in the Council Chambers of the Centennial Building, 12 S. Fifth St., was made by Council Member Smith and seconded by Council Member McEachern.

- C) Council Member Grba wanted to know how many man hours would be worked and what type of projects? Matt Maly stated there were 8-12 prisoners per a day and they are mowing.

Council Member McEachern wanted to know why the project was being extended? City Manager Bottom explained the contract runs out on June 30th and this would extend it for another year.

- E) Council Member Smith reminded that the next council meeting will be on a MONDAY.

- D) Council Member Grba wanted to know if the credit would go back into the fund? City Manager Bottom explained it will lower the premium owed.

The vote:

AYES: Opitz, Alberts, McEachern, Grba, Smith

NAYS: None

VOTE: 5-0

MOTION CARRIED

2. Report of Boards, Commissions and City Officials There was no report.

3 Consider approving an Interlocal Governmental Cooperation Agreement with the City of El Reno, providing use of the Yukon jail, for the term of July 1, 2012 through June 30, 2013, for a rate of \$40.00 per day per prisoner.

The motion to approve an Interlocal Governmental Cooperation Agreement with the City of El Reno, providing use of the Yukon jail, for the term of July 1, 2012 through June 30, 2013, for a rate of \$40.00 per day per prisoner, was made by Council Member Opitz and seconded by Council Member Grba.

The vote:

AYES: Alberts , Grba, Opitz, Smith, McEachern

NAYS: None

VOTE: 5-0

MOTION CARRIED

4. Consider approving a Contract with the Yukon Public School District to provide School Resource Officers at the High School and Middle School, for the term of July 1, 2012 to June 30, 2013, for the sum of \$150,000.00

The motion to approve a Contract with the Yukon Public School District to provide School Resource Officers at the High School and Middle School, for the term of July 1, 2012 to June 30, 2013, for the sum of \$150,000.00, was made by Council Member McEachern and seconded by Council Member Opitz.

The vote:

AYES: McEachern, Smith, Grba, Alberts, Opitz

NAYS: None

VOTE: 5-0

MOTION CARRIED

5. Consider approving a Letter of Agreement between the Oklahoma Tobacco Settlement Endowment Trust and the City of Yukon, for the Healthy Communities Incentive Grants Program for, the Basic level of award in the amount of \$8,000, for the term of July 1, 2012 through June 30, 2013.

The motion to approve a Letter of Agreement between the Oklahoma Tobacco Settlement Endowment Trust and the City of Yukon, for the Healthy Communities Incentive Grants Program for, the Basic level of award in the amount of \$8,000, for the term of July 1, 2012 through June 30, 2013, was made by Council Member McEachern and seconded by Council Member Grba.

The vote:

AYES: Grba, Opitz, Alberts, Smith, McEachern

NAYS: None

VOTE: 5-0

MOTION CARRIED

6. Consider and approve Resolution No. 2012-04, a resolution approving the incurrence of indebtedness by the Yukon Municipal Authority ("Authority") issuing its Yukon Municipal Authority Sales Tax and Utility System Revenue and Refunding Bonds, Series 2012, in the aggregate principal amount not to exceed \$15,000,000 ("Bonds"); waiving competitive bidding and authorizing the bonds to be sold at a price less than par value by negotiated sale within the limits provided by Title 60 Oklahoma Statutes, Section 176, pursuant to a Bond Purchase Agreement with Bosc, Inc.; approving a Security Agreement between the City and the Authority; ratification of a lease agreement and operation and maintenance contract between the City and the Authority and agreeing that the term of the lease shall extend so long as any of the bonds remain unpaid; providing that the Trust Indenture shall be subject to provisions of the Bond Indenture; and, authorizing the Mayor or Vice Mayor to execute, approve, modify and deliver all documents necessary for issuance of the bonds, and other matters related to issuance of the bonds.

The motion to approve Resolution No. 2012-04, a resolution approving the incurrence of indebtedness by the Yukon Municipal Authority ("Authority") issuing its Yukon Municipal Authority Sales Tax and Utility System Revenue and Refunding Bonds, Series 2012, in the aggregate principal amount not to exceed \$15,000,000 ("Bonds"); waiving competitive bidding and authorizing the bonds to be sold at a price less than par value by negotiated sale within the limits provided by Title 60 Oklahoma Statutes, Section 176, pursuant to a Bond Purchase Agreement with Bosc, Inc.; approving a Security Agreement between the City and the Authority; ratification of a lease agreement and operation and maintenance contract between the City and the Authority and agreeing that the term of the lease shall extend so long as any of the bonds remain unpaid; providing that the Trust Indenture shall be subject to provisions of the Bond Indenture; and, authorizing the Mayor or Vice Mayor to

execute, approve, modify and deliver all documents necessary for issuance of the bonds, and other matters related to issuance of the bonds, was made by Council Member Opitz and seconded by Council Member Smith.

The vote:

AYES: Smith, Alberts, Opitz, McEachern, Grba

NAYS: None

VOTE: 5-0

MOTION CARRIED

- 7. Consider and approve Ordinance No. 1277, an ordinance amending sec. 2-137(b) of the Code of Ordinances of the City of Yukon by determining that certain obligations, including the Yukon Municipal Authority Sales Tax and Utility System Revenue and Refunding Bonds, Series 2012, in an aggregate principal amount not to exceed \$15,000,000, do not exceed debt limitations; repealing all conflicting ordinance provisions; and declaring an emergency.**

The motion to approve Ordinance No. 1277, an ordinance amending sec. 2-137(b) of the Code of Ordinances of the City of Yukon by determining that certain obligations, including the Yukon Municipal Authority Sales Tax and Utility System Revenue and Refunding Bonds, Series 2012, in an aggregate principal amount not to exceed \$15,000,000, do not exceed debt limitations; repealing all conflicting ordinance provisions; and declaring an emergency, was made by Council Member Opitz and seconded by Council Member Grba

Mayor Alberts asked Mike Segler to read the full ordinance.

The vote:

AYES: Opitz, McEachern, Smith, Grba, Alberts

VOTE: 5-0

MOTION CARRIED

- 7A. Consider and approve the Emergency Clause of Ordinance No. 1277.**

The motion to approve the Emergency Clause of Ordinance No. 1277, was made by Council Member Smith and seconded by Council Member McEachern

The vote:

AYES: Grba, Opitz, McEachern, Alberts, Smith

VOTE: 5-0

MOTION CARRIED

- 8. Consider approving and awarding the City of Yukon Year 10 and Year 11 Community Development Block Grant (CDBG) Roadway, Waterline, and Sanitary Sewer line Replacement Project to Shell Construction, Inc., for the amount of \$353,753.18, as recommended by the City Engineer**

The motion to approve and award the City of Yukon Year 10 and Year 11 Community Development Block Grant (CDBG) Roadway, Waterline, and Sanitary Sewer line Replacement Project to Shell Construction, Inc., for the amount of \$353,753.18, as recommended by the City Engineer, was made by Council Member Grba and seconded by Council Member Opitz.

The vote:

AYES: Alberts, Smith, Opitz, Grba, McEachern

VOTE: 5-0

MOTION CARRIED

- 9. City Manager's Report – Information items only**

A. Sales Tax Report

Mr. Bottom stated tax increase over previous year of 1.59% and the total increase for the year was 5.88%. He also reminded us that the Use Tax was up this month 26.47%. The total gain after reserve was 69.14%. He anticipates a good start this year. The Thunder games filled all hotels and restaurants from Shawnee to Yukon.

B. Brazos Ticketing System update

Mr. Bottom stated Brazos was approved in February and is now implemented. Unfortunately, the transition is not as smooth as hoped, but officers did issue 106 tickets on the first day. He anticipates the bugs will be worked out within the next week or so.

Mr. Bottom talked about the draft map of road improvements under new bond. Money available will not fix all streets, but it's a good start. Asked Council to please review map, drive streets, and make suggestions about improvements.

Mr. Bottom referenced the water leak going on at 3rd and Main under the RR track. The water leak has been stopped as of today. Some of the lines are original and are un-mapped. Data will be gathered for future maps.

10. New Business There was no new business

11. Council Discussion

Council Member Opitz talked about the Blackout Block Party and where to buy tickets.

Council Member Smith had no remarks.

Council Member McEachern was thankful for road improvement map. He noted that lots of improvements were needed in Ward 4.

Council Member Grba stated the Yukon Parks Department has lots of activities for kids, and encouraged everyone to take advantage of them.

Mayor Alberts discussed the 4th of July events. The Veterans Ceremony will be Tuesday evening on July 3rd, and July 4th will have activities all day.

City Manager Bottom is anticipating 10-15 thousand people in the park and double that amount of people outside the park.

12. Adjournment

John Alberts, Mayor

Doug Shivers, City Clerk



RECAP OF CLAIMS

FUND

01	General Fund Claims	\$	456,200.61
70	Water & Sewer Enterprise		71,807.30
		\$	<u>528,007.91</u>

The above foregoing claims have been passed and approved
this 2nd day of July, 2012 by the Yukon City Council.

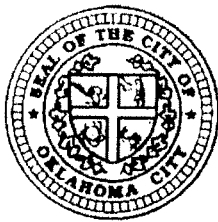
Doug Shivers, City Clerk

John Alberts, Mayor

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01 Legislative						
13-48933	01-02152	Frank Austin	Lease-10W Main-Jul12	7/2012	July '12	107.14
13-48950	01-05340	Canadian County After Dark	full page ad-Jun'12	7/2012	AD20110452	1,000.00
13-48951	01-05376	Canadian Cty Treasurer	Prop Tax - 10 S. 5th	7/2012	15777	662.72
13-48934	01-05388	Estate of Murial Carson	Lease-10W Main-Jul12	7/2012	July '12	435.72
13-48935	01-05390	Phil Carson	Lease-10W Main-Jul12	7/2012	July '12	107.14
13-48936	01-06815	Compassionate Hands, Inc.	Mthly Contrib-Jul'12	7/2012	July '12	583.34
13-48952	01-1	Imperial Fireworks Co.	Freedom Fest Fireworks	7/2012	I 07-03-12	8,000.00
13-48953	01-1	Imperial Fireworks Co.	Freedom Fest Fireworks	7/2012	I 07-04-12	9,000.00
13-48937	01-15003	Four H	Mthly Contrib-Jul'12	7/2012	July '12	100.00
13-48955	01-31440	McClain-Chitwood Office	ProCouncil CD Binder	7/2012	191015	36.00
13-48941	01-57405	wanamaker Yukon, LC	EconomicDev Agreement	7/2012	July '12	40,000.00
13-48939	01-59400	Kathryn Wright Rentals	DrLicBldgRent-Jul'12	7/2012	July '12	800.00
13-48940	01-62000	Youth & Family Services,	Mthly Contrib-Jul'12	7/2012	July '12	833.34
13-48947	01-62650	Yukon National Bank	Safe Deposit Box Renewal	7/2012	700209450	20.00
DEPARTMENT TOTAL:						61,685.40
DEPARTMENT: 02 Finance						
13-48942	01-28600	L & M Office Furniture	desk,return - M.Malm	7/2012	55211-0	1,652.00
13-48955	01-31440	McClain-Chitwood Office	ProOffice Supplies	7/2012	191015	14.04
13-48954	01-47660	Shred-It Oklahoma City	Doc.destruction-Jul12	7/2012	9400405247	3.19
DEPARTMENT TOTAL:						1,669.23
DEPARTMENT: 04 Engineering						
13-48955	01-31440	McClain-Chitwood Office	ProOffice Supplies	7/2012	191015	14.04
13-48954	01-47660	Shred-It Oklahoma City	Doc.destruction-Jul12	7/2012	9400405247	3.19
DEPARTMENT TOTAL:						17.23
DEPARTMENT: 06 Municipal Court						
13-48938	01-44380	George H Ramey	MunJudgeServ Jul '12	7/2012	July '12	2,943.25
DEPARTMENT TOTAL:						2,943.25

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 09 Administration						
13-48954	01-47660	Shred-It Oklahoma City	Doc.destruction-Ju12	7/2012	9400405247	9.56
13-48948	01-62200	Yukon Chamber of Commerce	Jun '12 Chamb Lunch	7/2012	14503	10.00
DEPARTMENT TOTAL:						19.56
DEPARTMENT: 11 Police Department						
13-48946	01-15000	Ford Motor Credit - Municipa	'12 Police Veh Lease	7/2012	1063489	196,076.18
DEPARTMENT TOTAL:						196,076.18
DEPARTMENT: 12 Property Maintenance						
13-48943	01-06750	Clearwater Enterprises, LLC	Srvccity Bldgs-05/12	7/2012	26781205	143.96
13-48944	01-37600	OK Natural Gas Co	TranspChrg-1035 Indu	7/2012	6-14-12 1035Indust	115.92
13-48945	01-37600	OK Natural Gas Co	TranspChrg-501 Ash	7/2012	6-29-12 501 AshAve	144.56
DEPARTMENT TOTAL:						404.44
DEPARTMENT: 17 Human Resources						
13-48954	01-47660	Shred-It Oklahoma City	Doc.destruction-Ju12	7/2012	9400405247	3.19
DEPARTMENT TOTAL:						3.19
DEPARTMENT: 22 Insurance						
13-48931	01-37468	OK Municipal Assurance	WorkComp 2012-13 1st Qtr	7/2011	1st Qtr 2012-13	129,000.50
13-48932	01-57600	Wesco, Inc.	Auto Pkg renewal-1Q	7/2012	154158	44,493.42
			Prop Pkg renewal 1Q	7/2012	154156	19,888.21
DEPARTMENT TOTAL:						193,382.13
FUND TOTAL:						456,200.61

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
<hr/>						
DEPARTMENT: 01		Utility Billing				
13-48954	01-47660	Shred-It Oklahoma City	Doc.destruction-Jul12	7/2012	9400405247	28.68
DEPARTMENT TOTAL:						28.68
DEPARTMENT: 03		Treatment and Supply				
13-48949	01-06375	City of Oklahoma City	water Usage-Jun'12	7/2012	06-19-12	71,778.62
DEPARTMENT TOTAL:						71,778.62
FUND TOTAL:						71,807.30
GRAND TOTAL:						528,007.91



The City of
OKLAHOMA CITY

Information Technology/Public Safety
Communications Support

May 7, 2012

The City of Yukon
500 West Main Street
Yukon, OK 73099

Dear Vendor:

The City of Oklahoma City and the contracting vendor have the option of renewing **Radio System License Agreement** for the term **7/1/2012 through 6/30/2013** under the same terms, conditions and provisions as originally awarded, including price(s).

Please indicate your concurrence or non-concurrence by completing the below listed information, including signature, and return to me by **May 28, 2012**.

This form may be mailed, faxed, emailed, scanned or otherwise electronically submitted for contract/pricing agreement renewal.

If you have any questions, please contact me at (405) 682-7096, Fax (405) 682-7095 or Email: chris.fogt@okc.gov

Thank you,

Christine Fogt
City of Oklahoma City
Public Safety Communications Support



**Yes, I would like to renew
per the above mentioned.**



No, I do not wish to renew.

John Alberts, Mayor

**City of Yukon
Attn: Technology Department
528 West Main Street
Yukon, Oklahoma 73099
Phone: (405) 350-8949
Fax: (405) 350-0011
E-mail Contact: gcooper@cityofyukonok.gov**



John Alberts, Mayor & Council Member Ward II
Nick Grba, Vice Mayor & Council Member Ward I
Rick Opitz, Council Member Ward III
Michael McEachern, Council Member Ward IV
Ken Smith, Council Member At Large

From the Office of the
Stormwater Manager
Anna Waggoner, CFM

To: Grayson Bottom, City Manager; City Council Members
From: Anna Waggoner, Stormwater Manager
CC: Mitchell Hort, Director of Community Development
Date: June 25, 2012
Re: Inter-Governmental Agreement with Oklahoma City for a Regional Household Hazardous Waste Collection, and Management Project

It is time again to renew the Inter-Governmental Agreement with Oklahoma City. The Agreement has to be renewed every fiscal year before July 1, 2012 pursuant to #4 of the Agreement. The fiscal year runs from July 1, 2012 – June 30, 2013.

4. *Each Participant may independently renew this Agreement beyond the Initial Term upon mutual agreement of Oklahoma City and the renewing Participant. Request for renewal shall be in the form of a letter from the authorized representative of the Participant must be received in July and may be accepted by the City Public Works Director on behalf of Oklahoma City. Each such renewal shall be for one fiscal year, July 1 to the following June 30. Provided however that no Participant in arrears in payment of charges for services render pursuant to this Agreement shall be permitted to renew this Agreement.*

A letter from the Mayor requesting the renewal of the Agreement will make sure that the citizens of Yukon will be able to continue using Oklahoma City's Household Hazardous Waste (HHW) facility located at SW 15th and Portland. The letter can be sent to the HHW for Oklahoma City's Public Workers Director to sign.



John Alberts , Mayor & Council Member Ward II
Ken Smith, Vice-Mayor, Council Member At Large
Nick Grba, Council Member Ward I
Michael McEachern, Council Member Ward IV
Rick Oplitz, Council Member Ward III

**From the Office of the
Community Development
Director
Mitchell Hort**

June 5, 2012

Dennis Clowers, Director
Public Works Department
City of Oklahoma City
420 W. Main Street, Suite 700
Oklahoma City, OK 73102

Re: City of Yukon/City of Oklahoma City Inter-Governmental Agreement for
Regional Household Hazardous Waste

The term of the above-cities Agreement will conclude June 30, 2012. According to Article 4 of the Agreement, each participant may request a renewal, which would be for one fiscal year beginning July 1st to the following June 30th. The City of Yukon hereby requests a renewal of this Agreement under the same terms and conditions as imposed under terms of the current Agreement. The term for this renewal would be from July 1st, 2012 to June 30th, 2013.

Respectfully,

John Alberts
Mayor



City of Bethany

A great place to live, work, shop, and grow a business!

June 22, 2012

City of Yukon
PO Box 850500
Yukon, OK 73085
Attn: Grayson Bottom

Dear Graysom:

Enclosed are signed copies of the 2013 Interlocal Agreement for Jail Services. Please sign and return one copy for our file.

Thank you for this great partnership.

Sincerely,

John D. Shugart
City Manager

INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2012 by and between the City of Yukon, Oklahoma, hereinafter, referred to as "Yukon", and the City of Bethany, hereinafter referred to as "Bethany" the respective governing body of each such entity by appropriate action witnesseth:

WHEREAS, Yukon does have an adequate jail facility referred to as "jail facility", to be used as a jail for the safe and secure detention and care of prisoners taken into custody by law enforcement officers empowered to make lawful arrest for Bethany; and

WHEREAS, Bethany has a limited municipal jail facility; and

WHEREAS, the parties hereto desire the jail facility to be made available for the use of Bethany, pursuant to the terms set forth herein below, for safe and secure detention and care of persons placed under arrest and taken into custody by Bethany law enforcement officers, empowered to make lawful arrests, and also held pursuant to lawful order(s) from the Municipal Court of the City of Bethany.

NOW, THEREFORE, for good and valuable consideration herein contained, IT IS AGREED AS FOLLOWS:

I. TERMS OF AGREEMENT

The terms of this agreement shall be from July 1, 2012 to June 30, 2013, and renewable thereafter on a year-to-year basis at the option of the parties. Either party may terminate this agreement upon thirty (30) days written notice to the other party. And, yearly during the month of June, the Chief of Police for the City of Yukon and the Chief of Police for the City of Bethany will meet to review the contract and the services and make those recommendations to their respective governing bodies concerning any revisions deemed necessary.

II. STATEMENT OF SERVICES

Yukon agrees to accept Bethany prisoners, defined as any person placed under lawful arrest by any Bethany law enforcement officer and taken into custody, in such numbers as can be accommodated at the said facility. This section is limited by the exceptions as noted within this agreement in Section V.

III. YUKON RESPONSIBLE FOR SAFE AND SECURE CUSTODY

Yukon agrees to be responsible for the safe and secure custody of said prisoners transported to the jail facility by Bethany law enforcement officers, and agrees to insure that standard security procedures are followed in order to prevent escape. Bethany agrees to follow all prescribed security procedures of the jail facility regarding the searching of incoming prisoners, and remaining with said prisoner until the arresting officer is duly released by the jail staff or supervisor on duty.

IV. BETHANY RESPONSIBLE FOR RECORDS

Bethany agrees to submit in writing any charge(s) at the time of incarceration. Any sentences imposed by the Municipal Court shall be submitted to the jail staff in writing, signed by the Municipal Judge, together with appropriate release also signed by the Judge. The Bethany bond schedule shall be provided to the jail staff, however, bond money or releases shall be handled by the proper Bethany official, or in accordance with attachment "A" if after hours or on weekends.

V. BASIC MEDICAL CARE

Yukon agrees to provide basic medical care to said prisoner, which shall include sick call and self-care, defined as the care of any condition which can be treated by the prisoner himself. This may include such over-the-counter type of medications as may be approved by the jail supervisor. Basic medical care also includes care of any condition which requires immediate assistance by a person trained in first aid procedures.

The cost of hospitalization, prescription medication, surgical, and dental care shall be borne by the City of Bethany. Failure on part of Bethany to provide any required medical treatment prior to incarceration shall provide sufficient basis for Yukon to refuse said prisoner admittance to said jail facility under the terms of this agreement.

The jailer on duty shall have the discretion to refuse a prisoner from Bethany should the jailer feel the prisoner is in need of medical examination or treatment prior to incarceration. Bethany shall provide to Yukon a release from a licensed physician or physician's assistant stating said prisoner is capable of being incarcerated without further detrimental medical complications. The failure on the part of Bethany to provide the required written medical release shall provide a sufficient basis for Yukon to refuse the prisoner admittance into said jail facility under the terms of this agreement.

Any Bethany prisoner on an emergency basis may be taken to the hospital for treatment or examination at the discretion of the jail staff or supervisor on duty, and any cost incurred from said treatment or examination shall not be the responsibility of the City of Yukon and to the extent permitted by law, Bethany agrees to hold harmless and indemnify the City of Yukon for any such charges. Bethany shall provide transportation and security for any Bethany prisoner needing treatment, examination, or hospitalization.

VI. COST PER DAY

The cost per day for each Bethany prisoner detained and cared for in the Yukon jail facility to be paid by Bethany to Yukon shall be Forty Dollars and No Cents (\$40.00) per day for each prisoner for the term hereof. A day for the purpose of this agreement is a calendar day, or any part thereof, and not a twenty-four (24) hour period of time. Said rate is subject to renegotiation and adjustment in the event this agreement is renewed or extended at the expiration hereof.

The fee for housing each prisoner shall be paid for each and every day or part thereof a Bethany prisoner is incarcerated in the jail facility on a City charge(s), or if for State charge(s) the prisoner will be considered a Bethany prisoner until the prisoner is booked into the County jail.

Bethany shall provide necessary equipment and supplies for booking and discharge of Bethany prisoners.

VII. BILLING PERIOD

Yukon shall bill Bethany for prisoner services on a monthly basis. The monthly billing shall list the prisoner's name, date of birth, the date the prisoner was incarcerated, the offense(s) with which the prisoner was charged, the date the prisoner was released from the Yukon jail facility, and the total cost of the prisoner's incarceration. Bethany agrees to promptly remit payment for the statement sent by Yukon for performance of services called for under this agreement.

VIII. RECORDS AND PERSONNEL

The Yukon Police Department will maintain control over all personnel provided to the jail facility by the City of Yukon. All records initiated or generated by the Yukon Police Department will be maintained by the Yukon Police Department.

IX. HOLD HARMLESS CLAUSE

To the extent allowed by law, Bethany hereby agrees to indemnify and hold Yukon harmless for any claim, action or cause of action including the cost of litigation and attorney fees arising from the arrest or wrongful incarceration of persons under this agreement.

IT IS FURTHER AGREED that Bethany, to the extent allowed by law, shall hold harmless and indemnify Yukon for any hospital, doctor, or other medical expenses associated with the care and custody of a Bethany prisoner.

IT IS FURTHER AGREED that Bethany shall reimburse Yukon any expenses resulting from the repair of any damages caused by Bethany's prisoners to the jail facility.

APPROVED this _____ day of _____, 2012, by the City of Yukon.

THE CITY OF YUKON

John Alberts, Mayor

ATTEST:

CITY CLERK

APPROVED this 19th day of June, 2012, by the City of Bethany

THE CITY OF BETHANY

Bryan Taylor, Mayor

ATTEST:

Jamela Kimmer
CITY CLERK





Say YES to a Better Tomorrow

Post Office Box 1207
El Reno, OK 73036-1207
Telephone: (405) 262-6555

May 30, 2012

Mr. Grayson Bottom
City Manager
City of Yukon
P.O. Box 850500
Yukon, OK 73085

RE: Contract for Services with Youth & Family Services, Inc. for FY 12/13 in the amount of \$15,000.00.

Dear Mr. Bottom:

I would like to take this opportunity to thank the Yukon City Council for increasing our agency funding to \$15,000.00. With continued support from your City, the goals of the YFS Board of Directors and Youth & Family Services staff of providing emergency shelter, counseling, delinquency prevention, independent living, multi-systemic therapy, and education programs to clients of your city will be accomplished.

I have attached a FY 12/13 contract which includes the new funding revision. Please obtain the required signatures and return to our agency. If additional revisions are needed, a call to this office at 405-262-6555 would be greatly appreciated. Thank you for your assistance in this matter.

Thanks,

Dee Blose, Executive Director
Youth & Family Services, Inc.

DB/ag

CC: File

Enclosure: FY12/13 Contract



A United Way Partner Agency

AGREEMENT FOR SERVICES

CITY OF YUKON

YOUTH & FAMILY SERVICES, INC.

This Agreement is made and entered into this 1st day of July, 2012, by and between the **City of Yukon**, hereinafter referred to as "City", and **Youth & Family Services, Inc.**, hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, Contractor provides counseling services for citizens of the City of Yukon who could not otherwise afford those services; and

WHEREAS, part of the counseling services provided by Contractor helps individuals and families address and resolve family and domestic conflicts; and

WHEREAS, Contractor provides shelter for juvenile runaways; and

WHEREAS, the services provided by Contractor protect juveniles and the general public by providing shelters and counseling for runaways and by providing counseling serviced for individuals and families involved in family and domestic conflicts; and

WHEREAS, reducing or preventing crimes or criminal activity and preservation of the peace, health, and safety of the citizens of the City of Yukon are legitimate municipal functions; and

WHEREAS, Contractor is in a position to assist the City by providing delinquency prevention and intervention services to juveniles at risk of delinquent behavior, on probation, deferred, or suspended sentences and for restitution programs through the municipal court; and

WHEREAS, the City recognizes that its available funds may be most efficiently administered by contracting for these services with a private organization; and

WHEREAS, the City recognizes that there is a general community benefit derived from the availability of these services.

NOW, THEREFORE, in consideration of mutual understanding the parties agree to the foregoing and as follows:

1. **TERM:** This agreement shall be from the 1st day of July 2012, through the 30th day of June 2013.

2. **CONSIDERATION:** The City agrees to pay Contractor, as consideration for services for the citizens of the City of Yukon, the sum of Fifteen Thousand Dollars (\$15,000.00), to be paid in quarterly installments of One Thousand Dollars (\$3,750.00) each, upon proper application.

No application shall be considered for payment unless the services set forth in Paragraph Three (3) are continuously provided.

3. **SERVICES:** In consideration of the City's above set forth payment, Contractor agrees to provide the following services:

- A) Contractor shall provide to the City of Yukon and citizens of the City of Yukon, counseling and shelter services according to the policies, procedures, and by-laws of the Contractor;
- B) Contractor will, within the constraints of available funds and staff, provide delinquency prevention and intervention services to juveniles at risk of committing delinquent acts, juveniles on probation, deferred or suspended sentences, and for juveniles ordered to participate in restitution programs through the municipal court, at such times as requested by the City Manager of the Municipal Judge of the Yukon Municipal Court;
- C) Contractor agrees that it will account monthly to the City Manager of the City for the use of said funds by listing the number of juveniles serviced and specifically setting forth the services provided and the costs of said services;
- D) Contractor agrees that no funds paid to it pursuant to this contract will accrue directly or indirectly to the benefit of any private individual other than in the formal services provided to program participants;

Contractor agrees to put forth its best efforts on behalf of the City herein, and promises to adhere to good business and professional practices in its prosecution and completion of this program.

4. Contractor agrees to indemnify and hold harmless the City from any and all liability, loss or damage the City may suffer as a result of claims, demands, costs or judgements against it arising from the activities of Contractor. In addition, Contractor agrees to provide the City as an additional insured in an amount of not less than the maximum exposure of the City under the Oklahoma Government Tort Claims Act.
5. Contractor agrees to comply with all policies adopted by the City concerning the use of City property and facilities by private entities, whether those policies are in existence at the time of the execution of this agreement or are adopted by the City subsequent to the execution of this agreement.

IN WITNESS WHEREOF, the parties signify their agreement to all continued herein by the following executions:

THE CITY OF YUKON

YOUTH & FAMILY SERVICES, INC.

Mayor

President

ATTEST:

ATTEST:

City Clerk

Secretary

APPROVED BY:

City Attorney

OFFICE OF THE CITY ATTORNEY

Yukon



Oklahoma

MEMORANDUM

To: Doug Shivers, City Clerk
From: Michael D. Segler *mds*
Date: June 27, 2012
Subject: Agreement for Services - Compassionate Hands, Inc. and
Chisholm Trail Historical Preservation Society, Inc.

Enclosed are the Agreements for Services for Compassionate Hands, Inc. and Chisholm Trail Historical Preservation Society (Easter on the Prairie) which have been signed.

Please have them placed on the City Council agenda. Thank you.

AGREEMENT FOR SERVICES

CITY OF YUKON

COMPASSIONATE HANDS, INC.

This Agreement is made and entered into this _____ day of _____, 2012, by and between the **City of Yukon**, hereinafter referred to as "City", and **Compassionate Hands, Inc.**, a not for profit Corporation, hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, the Contractor is an experienced nonprofit corporation concerned with the provision and services to the community; and

WHEREAS, the City has a continuing desire to serve the needs of the citizens of Yukon; and

WHEREAS, it is in the best interest of the citizens of the City of Yukon that the Contractor and the City agree for the provision of certain, hereinafter, described services by said Contractor; and,

NOW, THEREFORE, in consideration of mutual understanding the parties agree to the foregoing and as follows:

1. **TERM:** This agreement shall be from the 1st day of July, 2012, through the 30th day of June, 2013.
2. **CONSIDERATION:** The City agrees to pay contractor, as consideration for services for the citizens of Yukon provided by Compassionate Hands, Inc. the total sum of Twelve Thousand Dollars (\$12,000.00) to be paid in monthly installments of One Thousand and 00/100ths Dollars (\$1,000.00) each month, upon proper application.

No application shall be considered for payment unless the services set forth in Paragraph Three (3) are continuously provided.

3. **SERVICES:** In consideration of the above, the Contractor agrees to provide the following services:
 - A) Social services to the citizens of Yukon, Canadian County, Oklahoma, including the distribution of funds to citizens of Yukon, and others;
 - B) Provide the financially disadvantaged citizens of Yukon with financial assistance for rent, utilities, prescription medications, gasoline, automobile repairs and referrals for food and clothing;

- C) Provide services as a clearinghouse, networking service and referral agency to provide services, support and to foster hope for self-sufficiency; and
- D) Transportation services for all disabled and elderly citizens of Yukon, with regard to medical, nutritional, social and recreational, educations, shopping and limited personal needs.

Contractor agrees to put forth its best efforts on behalf of the City herein, and promises to adhere to good business and professional practices in its prosecution and completion of this program.

- 4. Contractor agrees to indemnify and hold harmless the City from any and all liability, loss or damage the City may suffer as a result of claims, demands, costs or judgments against it arising from the activities of Contractor.
- 5. Contractor agrees to comply with all policies adopted by the City concerning the use of City property and facilities by private entities, whether those policies are in existence at the time of the execution of this agreement or are adopted by the City subsequent to the execution of this agreement.

IN WITNESS WHEREOF, the parties signify their agreement to all contained herein by the following executions:

THE CITY OF YUKON

John Alberts, Mayor

ATTEST:

City Clerk

APPROVED BY:

Michael D. Segler
City Attorney

COMPASSIONATE HANDS, INC.
A not-for-profit corporation

Melinda Rushing
President

ATTEST:

Theresa Sanders
Secretary

AGREEMENT FOR SERVICES

CITY OF YUKON

**CHISHOLM TRAIL HISTORICAL
PRESERVATION SOCIETY, INC.**

This Agreement is made and entered into this _____ day of _____, 2012, by and between the **City of Yukon**, hereinafter referred to as "City", and **Chisholm Trail Historical Preservation Society, Inc.**, a nonprofit Corporation, hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, the Contractor is an experienced nonprofit corporation concerned with the provision and services to the community; and

WHEREAS, the City has a continuing desire to serve the needs of the citizens of Yukon; and,

WHEREAS, Contractor has sponsored an annual Easter on the Prairie since 1988; and,

WHEREAS, Contractor has requested City's assistance in operation of Easter on the Prairie for 2013; and,

WHEREAS, Easter on the Prairie provides recreation to the residents of City and promotes the general welfare of City and its citizens; and,

WHEREAS, it is in the best interest of the citizens of the City of Yukon that the Contractor and the City agree for the provision of certain, hereinafter, described services by said Contractor; and,

NOW, THEREFORE, in consideration of mutual understanding, the parties agree to the foregoing and as follows:

1. **TERM:** This agreement shall be from the 1st day of July, 2012, through the 30th day of June, 2013.
2. **CONSIDERATION:** The City agrees as follows, to-wit:
 - (A) Provide police and fire presence on site during event;
 - (B) Provide traffic control;
 - (C) Provide trash push carts for the Easter on the Prairie event (hereinafter referred to as "Event");

- (D) Provide port-a-potties for the Event in an amount not to exceed Six Hundred and No/100 Dollars (\$600.00);
- (E) All services provided by City shall be performed during normal working hours of each department. In the event of emergencies, services may be provided outside normal working hours, with the approval of the department director, provided the necessary personnel are available, and further provided that performance of such services do not violate City policies or regulations.

No application shall be considered for payment unless the services set forth in Paragraph Three (3) are continuously provided.

3. **SERVICES:** In consideration of the City's above set forth covenants and agreements, the Contractor agrees to provide the following services:
 - (A) Contractor shall conduct a community Easter egg hunt for the citizens of the City of Yukon, known as "Easter on the Prairie", in 2013, specifically accommodating physically challenged individuals through Whispering Wind;
 - (B) Contractor agrees to comply with all policies adopted by City concerning City property and facilities by private entities, whether such policies are in existence at the time of execution of this Agreement or are adopted by City subsequent to the execution of this Agreement;
 - (C) Contractor agrees to provide City as an additional insured in an amount of not less than the maximum exposure of City under the Oklahoma Governmental Tort Claims Act.
4. Contractor agrees to indemnify and hold harmless the City from any and all liability, loss or damage the City may suffer as a result of claims, demands, costs or judgments against it arising from the activities of Contractor. In addition, Contractor agrees to provide the City as an additional insured in an amount of not less than the maximum exposure of the City under the Oklahoma Governmental Tort Claims Act.
5. Contractor agrees to comply with all policies adopted by the City concerning the use of City property and facilities by private entities, whether those policies are in existence at the time of the execution of this agreement or are adopted by the City subsequent to the execution of this agreement.

Contractor agrees to put forth its best efforts on behalf of the City herein, and promises to adhere to good business and professional practices in its prosecution and completion of the Event.

IN WITNESS WHEREOF, the parties signify their agreement to all contained herein by the following executions:

THE CITY OF YUKON

John Alberts, Mayor

ATTEST:

City Clerk

APPROVED BY:

Michael D. Segler
City Attorney

CHISHOLM TRAIL HISTORICAL
PRESERVATION SOCIETY, INC.
A nonprofit Corporation

President

ATTEST:

Secretary

Report of Boards, Commissions and Committees

2

Titles and members of various boards, commissions and committees that are appointed by the Mayor and City Council are listed below, as well as the expiration date of their term and the ward they represent. All terms expire June 30th.

Planning Commission

Earline Smaistrle	Ward 1	2014
Larry Taylor	Ward 2	2014
Bob Doggett	Ward AL	2015
Terry Beaver	Ward 3	2012
Roger Davis	Ward 4	2016

Board of Adjustment/Board of Appeal

Sherry Huston	Ward 1	2014
Rena Holland	Ward 2	2014
Buddy Carpenter	Ward AL	2015
Joe Horn	Ward 3	2012
Russ Kline	Ward 4	2012

Park Board

Joe Edwards	Ward 1	2014
D.E. Brower	Ward 2	2014
Ed Hatley	Ward AL	2015
Ward Larson	Ward 3	2012
Joe Baumann	Ward 4	2012

Library Board

Charlotte Novak*		2011
Donelda Wheatly*		2011
Lee Wells	Ward 2/1	2014
Joyce Roman	Ward 2	2014
Ginger LaCroix	Ward AL	2015
Jeanne Riggs	Ward 3	2012
Margaret Albrecht	Ward 4	2012

Traffic Commission

Charles Lee	Ward 1	2014
Rebecca Parker	Ward 2	2014
John Knuppel	Ward AL	2015
Jay Tallant	Ward 3	2012
Emil Albrecht	Ward 4	2012

Spanish Cove

Larry Taylor, Representative

OK Environmental Management Auth.

Nick Grba, Representative
Dewayne Maxey, Alternate

Senior Citizens

Ray Wright, Representative
John Alberts, Alternate

ACOG

Ken Smith, Member
John Alberts, Alternate

COWRA

Genie Vinson, Representative
Larry Taylor, Alternate

Sister City Committee

Illona Morris
Terry Beaver
Nancy Novosad
Edwin Shedeck

Recycling Committee

Carole Garner	Rick Bolin
Dennis Beringer	Beverly Kofoed
Genie Vinson	Gary LaRue

*Members of Ladies' Library Club are appointed by same



John Alberts , Mayor & Council Member Ward II
Nick Grba, Vice Mayor & Council Member Ward I
Michael McEachern, Council Member Ward IV
Rick Opitz, Council Member Ward III
Ken Smith, Council Member At Large

**From the Office of the
Community Development
Director
Mitchell Hort**

MEMO TO: City Manager & City Council

FROM: Mitchell Hort, Planning Director

DATE: June 21, 2012

RE: Acceptance of the maintenance bonds for the water line extension to serve McDonald's located at 31 W. Main St.

Attached are the maintenance bonds for the extension of the water lines to serve McDonald's USA, L.L.C./ Bruce Allendorfer and Robbie Williams memo dated June 22, 2012 for your review and recommendation for acceptance and placing the maintenance bonds into effect.



MEMORANDUM

Date: June 22nd, 2012
To: Mitch Hort
From: Robbie Williams
Re: McDonald's Site ID #035-0050
Public Waterline

We have completed our final inspection of the public waterline for the above referenced project and recommend the City accept the waterline and put the maintenance bond into effect.

Should you need additional information please contact me.



10 S. 5th St.
Yukon, OK 73099
405-354-6676
Fax 405-350-8929

ENGINEERING/INSPECTION PROJECT

PERMIT #:	120117006	DATE ISSUED:	1/17/2012
JOB ADDRESS:	31 W MAIN ST	LOT #:	
PARCEL ID:		BLK #:	
SUBDIVISION:		ZONING:	C-3
OWNER/AGENT:	MCDONALDS CORP #6607	CONTRACTOR:	MCDONALDS CORP #6607
ADDRESS:	PO BOX 1698	ADDRESS:	PO BOX 1698
CITY, STATE ZIP:	OAK BROOK IL 60522	CITY, STATE ZIP:	OAK BROOK IL 60522
PHONE:		PHONE:	
PROP USE:		SETBACKS:	
VALUATION:	\$ 11,490.00	FRONT:	
SQ FT:	0.00	LEFT SIDE:	
OCCP TYPE:		RIGHT SIDE:	
CNST TYPE:		REAR:	
WORK DESC:	H & H UTILITIES		

DESCRIPTION	CONTRACTOR	AMOUNT
ENGINEERING/INSPECTION	MCDONALDS CORP #6607	\$ 344.70
PLUMBING	MCDONALDS CORP #6607	\$ 105.00
TOTAL		\$ 449.70

NOTES:

NOTICE

THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 12 MONTHS AT ANY TIME AFTER WORK IS STARTED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISION OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

[Signature]
(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT)

1/17
DATE

[Signature]
(APPROVED BY)

1/17/2012
DATE

AMOUNT PAID	<u>449.70</u>	CASH		CHECK #	<u>4759</u>
CALL 354-6676 FOR INSPECTIONS					

MAINTENANCE BOND
(Private Contract)

Bond #6070064

KNOW ALL MEN BY THESE PRESENT:

That We, H & H Plumbing & Utilities, Inc., as Principal, and
Westfield Insurance Co., as Surety, are
held and firmly bound unto THE CITY OF YUKON in the full and just sum of
Eleven Thousand Four Hundred Ninety and no/cents Dollars
(\$ 11,490.00), such sum being equal to the contract price for a period of two (2) year,
for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs,
executors, and assigns, themselves, and its successors and assigns, joint and severally, firmly by these
presents.

Whereas, in a contract dated the 16th day of January, 20 12,
with L R Mournig Company, Inc. and H & H Plumbing & Utilities, Inc.,
the Principal agreed to construct improvements in The City of Yukon, being:

Installation of Water Line to serve Fire Line that serves McDonalds, 31 West Main, Yukon OK

as more particularly described and in compliance with the plans and specifications on file in the Office
of the City Engineer of The City of Yukon. As a condition of said construction contract and as a
condition of the issuance of a work order by the City Engineer, Principal has agreed and hereby agrees
to construct and maintain said improvements in compliance with Yukon standards and the
aforementioned plans and specification against any failure due to workmanship or material for a period
of two (2) years from the date of final formal acceptance of the improvements by the Council of The
City of Yukon.

NOW, THEREFORE, if said Principal shall pay or cause to be paid to the City, all damage,
loss and expense which may result by reason of defective materials and/or workmanship in connection
with said work occurring within a period of two (2) years from and after the final formal acceptance of
said project by the City, then this obligation shall be null and void, otherwise to be and remain in full
force and effect.

Revised 1/15/2008

It is further agreed that if the said Principal or Surety herein shall fail to maintain said improvements against any failure due to defective workmanship and/or material for a period of two (2) years and at any time repairs shall be necessary that the cost of making said repairs shall be determined by the Council of THE CITY OF YUKON, or some person or persons designated by them to ascertain the same, and if, upon thirty (30) days notice, the said amount ascertained shall not be paid by the Principal or Surety herein, or if the necessary repairs are not made, the said amount shall become due upon the expiration of thirty (30) days and suit may be maintained to recover the amount so determined in any Court of competent jurisdiction. And that the amount so determined shall be conclusive upon the parties as to the amount due on this bond for the repair or repairs included therein, and that the cost of all repairs shall be so determined from time to time during the life of this bond as the condition of the improvements may require.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers; and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

REVIEWED and APPROVED by the Council of THE CITY OF YUKON this _____ day of _____, 20 _____.

ATTEST:

Mayor

City Clerk

REVIEWED for form and legality.



Assistant Municipal Counselor

Revised 1/15/2008

EXECUTED this 16th day of January, 20 12.

H & H Plumbing & Utilities, Inc.

ATTEST:

Principal

Glenn Hendrix By *Carl Hendrix*
Secretary/Witness Carl Hendrix, Vice President

NOTARY STATEMENT

STATE OF Oklahoma)
) SS.
COUNTY OF McClain)

Signed and sworn or affirmed before me on this 16th day of January, 20 12,
by

Carl Hendrix

as a free and voluntary act on behalf of the Principal pursuant to authority conferred and for these uses
and proposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year last above
written.

(Seal)



Marcella L. Barrington
Notary Public Marcella Barrington

My Commission expires: March 25th, 2012

My Commission No.: 00004054

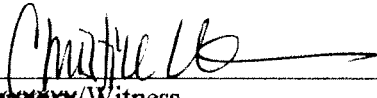
Revised 1/15/08

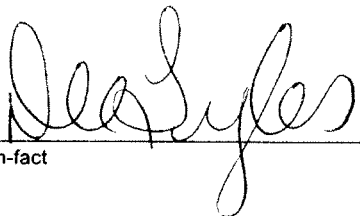
EXECUTED this 16th day of January, 2012.

ATTEST:

Westfield Insurance Co.

Surety


Secretary/Witness

By 
Dee Lyles, Attorney-in-fact

NOTARY STATEMENT

STATE OF Oklahoma)

) SS.

COUNTY OF Cleveland)

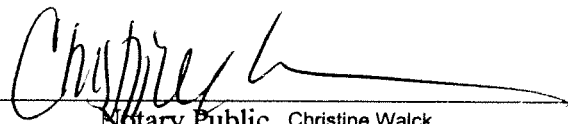
Signed and sworn or affirmed before me on this 16th day of January, 2012,
by

Dee Lyles

as a free and voluntary act on behalf of the Surety pursuant to authority conferred and for these uses and
proposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year last above
written.

(Seal)


Notary Public Christine Walck

My Commission expires: January 31, 2014

My Commission No.: 02001866

Revised 1/15/2008

General
Power
of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
JOHN CATE, DEE LYLES, RONALD G. CAMPBELL, HAROLD R. STOCKSTILL, CHRISTINE DEANN WALCK, JOHN W. GIPSON,
II, JOINTLY OR SEVERALLY

of OKLAHOMA CITY and State of OK its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Senior Executive and their corporate seals to be hereto affixed this 13th day of AUGUST A.D., 2008.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

Richard L. Kinnaird, Jr.

By:

Richard L. Kinnaird, Jr., Senior Executive

State of Ohio
County of Medina

ss.:

On this 13th day of AUGUST A.D., 2008, before me personally came Richard L. Kinnaird, Jr. to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, Ohio; that he is Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



William J. Kahelin

William J. Kahelin, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina

ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 16th day of January A.D., 2012.



Frank A. Carrino
Frank A. Carrino, Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/16/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Insurance Center Agency, Inc. 709 Wall Street Norman OK 73069-6303		CONTACT NAME: Dee Lyles CISR PHONE (A/C No. Ext.): (405) 928-7533 E-MAIL ADDRESS: dee@ticokc.com FAX (A/C No.): (405) 928-7534	
INSURED H & H Plumbing & Utilities, Inc. 266 Industrial Blvd Goldsby OK 73093-9116		INSURER(S) AFFORDING COVERAGE INSURER A: The Netherlands Insurance Co NAIC # 24171 INSURER B: America First Insurance Co INSURER C: Peerless Insurance Company 24198 INSURER D: Mid-Continent Casualty Co INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			CBP8574625	1/1/2012	1/1/2013	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 15,000
	<input checked="" type="checkbox"/> Contractual Liability						PERSONAL & ADV INJURY	\$ 1,000,000
	<input checked="" type="checkbox"/> XCU						GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							\$
A	AUTOMOBILE LIABILITY			BA8572425	1/1/2012	1/1/2013	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		CU8572825	1/1/2012	1/1/2013	EACH OCCURRENCE	\$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC8573325	1/1/2012	1/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input checked="" type="checkbox"/> N	N/A	E.L. EACH ACCIDENT				\$ 1,000,000	
If yes, describe under DESCRIPTION OF OPERATIONS below			E.L. DISEASE - EA EMPLOYEE				\$ 1,000,000	
			E.L. DISEASE - POLICY LIMIT				\$ 1,000,000	
D	Rented/Leased Equipment			04IM45590	1/1/2012	1/1/2013	Maximum Any 1 Item	\$300,000
	Installation Floater			04IM45590	1/1/2012	1/1/2013	Blanket Coverage	\$150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: McDonalds, 31 West Main, Yukon OK

CERTIFICATE HOLDER**CANCELLATION**

City of Yukon
Yukon Municipal Authority
532 W Main
Yukon, OK 73099

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John Cate/ADM

Lic. No.
OK 02654

H & H Plumbing & Utilities, Inc.
266 Industrial Blvd. Goldsby, OK 73093-9116
(405) 288-2346 (405) 288-2349 FAX

Sheet (1) of (1)

Contractor: L.R. Mourning Company Inc.
Address: 2230 Cottdale Lane, Suite 5
Little Rock, AR 72202-2048

Ph.#: (501) 664-0086
Fax #: (501) 664-8134

Project: McDonalds
Address: 31 West Main
Yukon, OK

Labor, materials, taxes, permits, staking, and maintenance bonds for a complete **Fire Line** installation as described on the plans and outlined below.

Public Fire Line

ITEM #	ITEM	UNIT	Qty	PRICE	TOTAL
1	6" C-900 DR14 water pipe	LF	70	20.00	1,400.00
2	4" C-900 DR14 water pipe	LF	10	15.00	150.00
3	6" x 6" Tapping sleeve	EA	1	2,000.00	2,000.00
4	6" Tapping valve & box	EA	1	750.00	750.00
5	6" Wet tap	EA	1	300.00	300.00
6	6" x 6" MJ tee	EA	1	340.00	340.00
7	6" x 4" Reducer	EA	1	150.00	150.00
8	6" Gate valve & box	EA	1	750.00	750.00
9	4" Gate valve & box	EA	1	600.00	600.00
10	6" x 13" Hydrant adapter	EA	1	250.00	250.00
11	Fire hydrant	EA	1	1,900.00	1,900.00
12	Fire hydrant riser	EA	1	350.00	350.00
14	Saw cut, remove & patch paving	SY	10	175.00	1,750.00
13	Sand bedding & backfill	CY	20	15.00	300.00
15	Chlorination & disinfection	LS	1	300.00	300.00
16	Pressure test	LS	1	200.00	200.00
					11,490.00
Inspection fees					344.70
Maintenance bonds					207.00
					12,041.70

Submitted By: 

Contract Amount \$ 12,041.70
Title: Vice President Date: 1/16/2012

Accepted By: _____

Title: _____ Date: _____



9-1-1 association of central oklahoma governments

4
Chair Ken Bartlett
Del City Councilmember

Vice-Chair David Dirkschneider
Warr Acres Councilmember

Secretary/Treasurer Linda Molsbee
Newcastle Vice-Mayor

Executive Director
John G. Johnson

MEMORANDUM

DATE: June 21, 2012

TO: City Council/Board of Trustees/City Clerks and County Commissioners

FROM: John G. Johnson, Executive Director

SUBJECT: 9-1-1 Service Fee Resolution for Calendar Year 2013

Your City Council/Board of Trustees or County Commission will need to give immediate consideration to the attached resolution/ordinance relating to providing 9-1-1 service during calendar year 2013. The resolution pertains to establishment of the 9-1-1 service fee rate to be collected through the landline (traditional) telephone bills for the calendar year 2013.

Fees collected by wireless and VoIP phone companies are established under a separate statute and are not covered by this resolution/ordinance.

To enable collection of the locally authorized service fee on landline telephone bills to pay for 9-1-1 service, each local government must approve a resolution/ordinance, on an annual basis, to set the actual fee *and* through 9-1-1 ACOG, notify the appropriate ILEC or CLEC telephone companies by September 1, 2012.

Please mail a signed copy of your approved resolution before August 1 to:

Anita Kroth, 9-1-1 ACOG
9-1-1 Association of Central Oklahoma Governments
21 E. Main Street, Suite 100, Oklahoma City, Oklahoma, 73104

If you have any questions, please contact Anita Kroth, 234-2264.

RESOLUTION NO. 2012 – 05

A RESOLUTION OF THE YUKON CITY COUNCIL ESTABLISHING THE NINE-ONE-ONE EMERGENCY FEE RATE FOR CALENDAR YEAR 2013

WHEREAS, the voters and/or governing body of the City of Yukon have approved the acquisition and operation of an emergency telephone service, together with the levy or imposition of user fee/tax for such service; and

WHEREAS, said approving authority, service and fee are authorized pursuant to the Nine-One-One Emergency Act, 63 O.S. Supp., 1987, §2811 et seq., as amended.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Yukon that it does, hereby establish the rate for the Nine-One-One Emergency Telephone Service fee for the calendar year 2013 at three percent (3%) of the recurring charges as designated by the tariff for exchange telephone service or its equivalent within the City of Yukon in accordance with said Act beginning January 1, 2013.

ADOPTED, this 2nd day of July, 2012, by the City Council and the City of Yukon.

John Alberts, Mayor

Doug Shivers, City Clerk



John Alberts, Mayor & Council Member Ward II
Ken Smith, Vice Mayor & Council Member At Large
Nick Grba, Council Member Ward I
Rick Opitz, Council Member Ward III
Michael McEachern, Council Member Ward IV

From the Office of the
Public Works Director 5
Matt Maly

Date: June 12, 2012
To: Grayson Bottom
From: Matt Maly
Cc: Gary Giddings
Re: Veolia Water Contract Changes

After careful review and discussions with Gary Giddings, it is my recommendation that we make the following changes to the Veolia Water Contract. These changes will ensure continued operational compliance and the ability to meet additional unfunded mandates from the Environmental Protection Agency.

1. Due to the increasing sludge volume produced in the process, we are required to test the compost quarterly now. These tests were done semi-annual in the past. The additional cost is \$4381.90 annually.
2. Changing the Cornwell Booster Station from inactive to active status has required additional operations for this facility. In the past, Veolia just mowed and ensured the building was secure. However, they now have daily operations and pump maintenance requirements. I recommend paying an additional O&M cost of \$1,100.00 annually.
3. With the increase in cost of almost every piece of equipment we use on the facilities, I recommend that we increase the Repair & Maintenance portion of the contract by \$15,000.00 to allow for \$50,000.00 in general repairs. Additionally, Gary and I are recommending that the wording in the contract be amended to allow for annual review and changes in the Repair & Maintenance amount without the need for contract amendments. This should be something that is reviewed and approved during annual budget approvals.
4. The Environmental Protection Agency has mandated additional testing for a one year period for Stage 2 DBPR and UCMR3. The DBPR is a test for By-Products of Chlorine in waters system and UCMR3 is an increase in the number of unregulated contaminants we are required to test for throughout the year. Since this is only a one year mandate at this time, I recommend we just pay Veolia Water as Out of Scope work. I would not increase the scope work until we know if this will continue past this year. This additional cost for one year is \$26,719.10.

It is my recommendation that we increase the contracted amount to \$1,084,558.00 for the permanent change scope described above in items 1-3. It is also recommended that we pay for the Out of Scope work for one year in amount of \$26,719.10 within our monthly fee. Our total fee for 2012-2013 will be \$1,111,277.00 (\$92,606.43 mo). With the approved contract effective July 1, 2012, our cost including the entire changes listed above, will actually decrease \$18,251.00 from the current year.

I have attached a proposed amendment and cost summary from Gary Giddings as support documentation.

CITY OF YUKON

904 Industrial Drive
P.O. Box 850500
Yukon, Oklahoma 73085
Phone: 405.350.8940
Fax: 405.350.8944



Old Contract Fee	\$1,064,077.00
Addition Bio-Solids Testing	\$4,381.90
Cornwell Booster Station O&M	\$1,100.00
Increase Repair & Maintenance	\$15,000.00
New Contract Fee	\$1,084,558.90
Required Out of Scope Work	
Additional Distribution System Testing Stage 2 DBPR	\$15,031.06
UCMR3 Testing	\$11,688.04
1 YR Out of Scope Analytical Testing Billed Monthly at \$2,226.59	
New Adjusted Contract Fee	\$1,111,278.00

Monthly Budget Calculator

2009-2010

	\$	5,141.67	X	12	\$	61,700	Facility savings Participation Fee
	\$	2,916.67	X	12	\$	35,000	Repair And Maintenance
	\$	84,523.66	X	12	\$	1,014,284	Operation and Management
Monthly Bill Amount	\$	92,582.00			\$	1,110,984	

2010-2011

	\$	5,141.67	X	12	\$	61,700	Facility savings Participation Fee
	\$	2,916.67	X	12	\$	35,000	Repair And Maintenance
	\$	87,488.33	X	12	\$	1,049,860	Operation and Management
Monthly Bill Amount	\$	95,546.67			\$	1,146,560	

2011-2012

	\$	5,141.67	X	12	\$	61,700	Facility savings Participation Fee
	\$	2,916.67	X	12	\$	35,000	Repair And Maintenance
	\$	86,069.00	X	12	\$	1,032,828	Operation and Management
Monthly Bill Amount	\$	94,127.34			\$	1,129,528	

2012-2013

	\$	4,166.67	X	12	\$	50,000	Repair And Maintenance
	\$	86,213.17	X	12	\$	1,034,558	Operation and Management
	\$	2,226.59			\$	26,719	Addiational Mandatory Testing
Monthly Bill Amount	\$	92,606.43			\$	1,111,277	

Amendment One
To the
**AGREEMENT FOR OPERATIONS, MAINTENANCE
AND MANAGEMENT SERVICES**

THIS AMENDMENT to the Agreement is entered into on this _____ day of _____, 2012,
by and between

The Yukon Municipal Authority, a public trust created under the laws of the State of Oklahoma ("OWNER"), whose sole beneficiary is the City of Yukon, Oklahoma, a municipal corporation created under the laws of the State of Oklahoma, ("CITY"), herein, both with principal addresses at 500 W. Main Street, Yukon, Oklahoma 73099 (collectively hereinafter "YUKON");

and

Veolia Water North America-Central, LLC, with its local address at 100 N. Broadway Avenue, Suite 1520, Oklahoma City, Oklahoma, 73102 (hereinafter "VWNA").

WHEREAS, YUKON, and Veolia Water North America-Central, LLC entered into that certain Agreement for Operation and Maintenance and Services dated as of February 1, 2011, and amended from time to time and assigned to VWNA (collectively the "Agreement"); and

WHEREAS, the parties now desire to modify selective portions of the Agreement, all as set forth herein;

1. As a result of a change of scope as provided for in the Agreement, the 2012-2013 fee shall be \$1,084,558.90 (or \$90,379.90 monthly). The new fee shall be effective July 1, 2012.
2. Repair & Maintenance amount may be changed annually by "The City of Yukon" without the need of a written contract amendment.

WHEREFORE, the parties indicate their approval of this Amendment by their signatures below and each party warrants that all action necessary to bind the parties to the terms of this Agreement has been taken.

YUKON MUNICIPAL AUTHORITY

By: _____

Name: _____

Title: _____

Date: _____

CITY OF YUKON, OKLAHOMA

By: _____

Name: _____

Title: _____

Date: _____

VEOLIA WATER NORTH AMERICA OPERATING SERVICES, LLC

By: _____

Name: _____

Title: _____

Date: _____



John Alberts, Mayor & Council Member Ward II
Nick Grba, Vice Mayor & Council Member Ward I
Bob Bradway, Council Member Ward IV
Dewayne Maxey, Council Member Ward III
Ken Smith, Council Member At Large

From the Office of the
Community Development
Director
Mitchell Hort

MEMO TO: City Manager, Grayson Bottom
City Clerk, Doug Shivers
City Council

FROM: Mitchell Hort
Audrey Fitzsimmons

DATE: June 26, 2012

RE: **Approval of 2012 FEMA Assistance to Firefighters Grant proposal submissions
for Vehicle Acquisition**

The primary goal of the Assistance to Firefighters Grant (AFG) is to meet the firefighting and emergency response needs of fire departments and nonaffiliated emergency medical service organizations. Since 2001, AFG has helped firefighters and other first responders to obtain critically needed equipment, protective gear, emergency vehicles, training, and other resources needed to protect the public and emergency personnel from fire and related hazards.

In 2005 and 2007, the City of Yukon Fire Department received funds under this grant program for SCBA equipment and a vehicle exhaust system. This year, the Fire Department would like to request funding for the acquisition of a new 105' Aerial (Ladder) Truck. As shown on the attached excerpts from the AFG Guidance and Application Kit, the aerial truck is considered a High priority item.

The proposal narrative for the aerial truck will explain the importance of adding this vehicle to our current fleet. Because the City is experiencing a growth in population and an expected increase in construction in the near future, including several buildings of 3-4 stories in height, an additional aerial truck would provide the Fire Department with the equipment necessary to carry out their mission of protecting the citizens of Yukon. It is also important to add a second aerial truck in light of the fact that the current truck in our fleet is 10 years old. Lastly, because the City of Yukon has Mutual Aid Agreements with several of the surrounding communities, and is also sometimes called upon for assistance from communities with which they have no formal agreement, a second aerial truck would allow them to respond to calls for assistance without leaving the citizens of Yukon unprotected.

CITY OF YUKON

500 West Main Street
P.O. Box 850500
Yukon, Oklahoma 73085
Phone: 405.354.6676
Fax: 405.350.8926

If approved, the proposal will be submitted by July 6, 2012. Awards are to be announced September 2012 – March 2013. The performance period for the grant is 12 months from the date of the award.

Based on the City's population, the maximum award under the AFG is \$1,000,000; with a 10% cost share requirement. A copy of the budget form is attached for your reference. The cost for the aerial truck is estimated to be \$1,050,000; resulting in a federal share of \$945,000 and a City share of \$105,000.

	Total Cost	Federal Share (90%)	City Share (10%)
Aerial Truck	\$1,050,000	\$ 945,000	\$ 105,000

Attachments: Photos of proposed aerial truck
Excerpt from the AFG Guidance and Application Kit re Vehicle Program Priorities
Budget for aerial truck

Firefighting Vehicle Program Priorities

Priority	Urban Communities	Suburban Communities	Rural Communities
H	<ul style="list-style-type: none"> Pumper Ambulance Aerial Rescue 	<ul style="list-style-type: none"> Pumper Ambulance Aerial Tanker-Tender Rescue 	<ul style="list-style-type: none"> Pumper Ambulance Brush-Attack Tanker-Tender Aerial
M	<ul style="list-style-type: none"> Command Hazmat Light/Air unit Rehab 	<ul style="list-style-type: none"> Hazmat command Command Light/Air unit Brush-Attack Rehab unit 	<ul style="list-style-type: none"> Command Hazmat Rescue Light/Air unit
L	<ul style="list-style-type: none"> Aircraft Rescue and Firefighting Vehicle (ARFF) Brush-Attack Foam truck Fire boat Tanker-Tender Highway safety unit 	<ul style="list-style-type: none"> ARFF Foam truck Highway safety unit Fire boat 	<ul style="list-style-type: none"> Foam Truck Highway safety unit ARFF Rehab Fire boat

Compliance with Standards

- New fire apparatus must be compliant with NFPA 1901 or 1906 for the year ordered/manufactured.
- Used fire apparatus must be compliant with NFPA 1901 or 1906 standards for the year the vehicle was manufactured.
- Ambulances must meet NFPA, General Services Administration (GSA) KKK-1822F for the year ordered/manufactured.
- Applicants must certify that unsafe vehicles will be permanently removed from service if awarded a grant. Acceptable uses of unsafe vehicles include farm, nursery, scrap metal, salvage, construction, etc.
- Refurbished vehicles must meet current NFPA 1912 standards.

Additional Considerations

- Additional consideration will be given to departments that have automatic aid agreements, mutual aid agreements, or both
- Replacement of open cab/jump seat configurations
- Age of the vehicle being replaced; older equipment receive higher consideration
- Age of the newest vehicle in the department's fleet that is like the vehicle to be replaced
- Average age of the fleet; older equipment within the same class
- Converted vehicles not designed or intended for use in the fire service

FEMA reserves the right to reduce the amount of any vehicle request, in whole or in part, that is considered excessive in cost. AFG Funding is meant to supplement, not replace, an organization's funding.

~~2. Nonaffiliated EMS Organization Priorities~~

AFG Funds may be used to enhance emergency medical services provided by nonaffiliated EMS organizations.

The Criteria Development Panel recommended that it is more cost effective to enhance or expand an existing EMS organization by providing training or equipment than it is to create a new service. Therefore, communities attempting to initiate EMS services will receive the lowest competitive rating.

Requests for equipment and training to prepare for response to incidents involving CBRNE are available under the applicable Equipment and Training Activities.

~~a. EMS Operations and Safety~~

Five different activities are included in this program area:

- First responder/Emergency Medical Responder training
- EMS equipment acquisition
- EMS Personal Protective Equipment (PPE)
- EMS Wellness & Fitness
- Modifications to EMS facilities

~~Applicants may apply for as many of the activities within this program area as deemed necessary.~~

105' Aerial (Ladder) Firetruck



BudgetBudget Object Class

a. Personnel	\$ 0
b. Fringe Benefits	\$ 0
c. Travel	\$ 0
d. Equipment	\$ 1,050,000
e. Supplies	\$ 0
f. Contractual	\$ 0
g. Construction	\$ 0
h. Other	\$ 0
i. Indirect Charges	\$ 0
j. State Taxes	\$ 0

Federal and Applicant Share

Federal Share	\$ 945,000
Applicant Share	\$ 105,000
Federal Rate Sharing (%)	90/10

*** Non-Federal Resources** *(The combined Non-Federal Resources must equal the Applicant Share of \$ 105,000)*

a. Applicant	\$ 105000
b. State	\$ 0
c. Local	\$ 0
d. Other Sources	\$ 0

If you entered a value in Other Sources other than zero (0), include your explanation below. You can use this space to provide information on the project, cost share match, or if you have an indirect cost agreement with a federal agency.

Total Budget **\$ 1,050,000**



John Alberts, Mayor & Council Member Ward II
 Nick Grba, Vice Mayor & Council Member Ward I
 Bob Bradway, Council Member Ward IV
 Dewayne Maxey, Council Member Ward III
 Ken Smith, Council Member At Large

**From the Office of the
 Community Development
 Director
 Mitchell Hort**

MEMO TO: City Manager, Grayson Bottom
 City Clerk, Doug Shivers
 City Council

FROM: Mitchell Hort
 Audrey Fitzsimmons

DATE: June 26, 2012

**RE: Approval of 2012 FEMA Assistance to Firefighters Grant proposal submissions
 for Equipment Purchase**

The primary goal of the Assistance to Firefighters Grant (AFG) is to meet the firefighting and emergency response needs of fire departments and nonaffiliated emergency medical service organizations. Since 2001, AFG has helped firefighters and other first responders to obtain critically needed equipment, protective gear, emergency vehicles, training, and other resources needed to protect the public and emergency personnel from fire and related hazards.

In 2005 and 2007, the City of Yukon Fire Department received funds under this grant program for SCBA equipment and a vehicle exhaust system. This year, the Fire Department would like to request funding for the acquisition of a SCBA Compressor/Cascade/Fill Station for the new fire station. As shown on the attached excerpts from the AFG Guidance and Application Kit, the air-fill station falls into the Medium priority level; however, there are additional factors that will be considered when scoring the proposal.

The proposal narrative for the air-fill station will stress the importance of adding this piece of equipment to increase our current capacity for filling SCBA tanks. Our current SCBA cascade / compressor station is 10 years old and is housed at the secondary fire station. The addition of an air-fill station at the new fire station would increase access to this vital piece of equipment and would also help to decrease the wear and tear on the older system.

If approved, the proposal will be submitted by July 6, 2012. Awards are to be announced September 2012 – March 2013. The performance period for the grant is 12 months from the date of the award.

CITY OF YUKON

500 West Main Street
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Based on the City's population, the maximum award under the AFG is \$1,000,000; with a 10% cost share requirement. A copy of the budget form is attached for your reference. The cost of the air-fill station is estimated to be \$40,383; resulting in a federal share of \$36,345 and a City share of \$4,038.

	Total Cost	Federal Share (90%)	City Share (10%)
Air Fill Station	\$ 40,383	\$ 36,345	\$ 4,038

Attachments: Photos of SCBA Compressor/Cascade/Fill Station
Excerpt from the AFG Guidance and Application Kit re Equipment Priorities
Budget for fill station

Compressor / Cascade System to fill SCBAs



If documentation is not available through the P25 CAP, agencies must obtain documented evidence from the manufacturer that the equipment has been tested and passed all of the applicable, published, normative, P25 test procedures for performance, conformance, and interoperability.

The following charts contain information on the eligibility of equipment and prescoring essentials.

Eligible Expenditures	
<ul style="list-style-type: none"> • Acquire, assemble, and install the requested equipment • Standard & extended warranties and/or service agreements • Foam and associated equipment • Hazardous materials response equipment • Compressor systems and/or cascade systems to fill SCBAs • Hose, nozzles, and adapters • Training for requested equipment 	<ul style="list-style-type: none"> • Boats 20 feet or less in length • Mobile communications equipment (including mobile repeaters and mobile data systems) • Traffic signal preemption • CBRNE equipment • Individual communications equipment, e.g., portable radios (limited to seated riding positions) • Equipment shipping costs and sales tax

Ineligible Expenditures	
<ul style="list-style-type: none"> • Construction of facilities, such as buildings, sheds to house communications, towers, or other equipment • Repeaters that will not be installed or attached to existing infrastructure or a vehicle • Sirens or other outdoor warning devices • Signage of any kind • Telephones, satellite phones, and cell phones 	<ul style="list-style-type: none"> • EMS expendable supplies (including, but not limited to, medications, gloves, syringes, and cervical collars) • Vehicles and All-Terrain Vehicles (ATVs) • Bomb disposal equipment and robots • Mobile radios for personally-owned vehicles (except chief fire officer's personal vehicle, if justified) • Flashover simulators

All of the following are considerations in prescoring and panelist review:

Funding Priorities

H	First-time purchase to support existing mission and/or replace obsolete, broken, inoperable equipment
M	Increased capabilities within the department's existing mission or to meet a new risk
L	Requesting items for a new mission to meet an existing risk and/or request additional supplies or reserve equipment

Remodeling/Renovations of Existing Facilities

Remodeling/renovations to an existing facility to accommodate equipment purchased with grant funds must be minor interior alterations costing less than \$10,000 and justified in the Request Details narrative for the Equipment activity. Remodeling/renovations may not change the footprint or profile of the building. Any request for modifications to facilities may require an Environmental and Historic Preservation (EHP) Review. Additional information may also be required for EHP Review.

Additional Considerations

- Equipment that has a direct effect on firefighters' health and safety
- Age of equipment being replaced
- Equipment that benefits other jurisdictions
- Equipment that brings the department into compliance with nationally recommended standards (e.g., NFPA) or statutory compliance (e.g., Occupational Safety & Health Administration (OSHA))

~~iii. Firefighter Personal Protective Equipment (PPE)~~

AFG Funds are available to acquire primarily OSHA-required and NFPA-compliant PPE for firefighting personnel.

Equipment requested must meet all current mandatory requirements, as well as any national and/or state DHS-adopted standards. Equipment requested should have the goal of increasing firefighter safety. When requesting to replace old or obsolete equipment, you will be asked to provide the age of the equipment being replaced. In order for SCBA/PPE to be considered obsolete, it must be a minimum of two NFPA cycles or 10 years of age or older.

~~Copies of NFPA standards may be reviewed at <http://www.nfpa.org/nfpaafg2012>.~~

Budget

1. Personnel	
a. Salaries	\$ 0
b. Benefits	\$ 0
c. Fringe	\$ 0
d. Indirectment	\$ 40,383
e. Supplies	\$ 0
f. Contractual	\$ 0
g. Construction	\$ 0
h. Other	\$ 0
i. Indirect Charges	\$ 0
j. State Taxes	\$ 0
Federal and Applicant Share	
Federal Share	\$ 36,345
Applicant Share	\$ 4,038
Federal Rate Share (a + f)	90/10
* Non-Federal (cost sharing) Other Sources must equal the Applicant share of \$ 4,038	
a. Applicant	\$ 4,038
b. State	\$ 0
c. Local	\$ 0
d. Other Sources	\$ 0

If you entered a value in Other Sources other than zero (0), include your explanation below. You can use this space to provide information on the project, cost share match, or if you have an indirect cost agreement with a federal agency.

Total Budget **\$ 40,383**



John Alberts, Mayor & Council Member Ward II
 Nick Grba, Vice Mayor & Council Member Ward I
 Bob Bradway, Council Member Ward IV
 Dewayne Maxey, Council Member Ward III
 Ken Smith, Council Member At Large

**From the Office of the
 Community Development
 Director
 Mitchell Hort**

MEMO TO: City Manager, Grayson Bottom
 City Clerk, Doug Shivers
 City Council

FROM: Mitchell Hort
 Audrey Fitzsimmons

DATE: June 22, 2012

**RE: Approval of 2012 Oklahoma Department of Transportation Tree Grant
 proposal submission**

The Oklahoma Department of Transportation Beautification Office is accepting proposals related to the Annual Tree Grant Enhancement Program, funded annually. Over 300 tree grants have been awarded since 1997, making a visible difference to Oklahoma's public transportation corridors. The purpose of these tree grants is to improve communities through the use of trees: i.e. screening, aesthetics, erosion control, noise barrier, etc. If funded, grant monies totaling \$435,000 will be available to award to communities ranging from \$1,875 to \$25,000 with a 25% Local Match requirement. In the past, the City of Yukon has received monies from this grant fund for three projects along the medians on Route 66 and one project at the I-40 / Garth Brooks Blvd. interchange.

In previous years, this grant was only awarded for projects located in the highway right-of-way; however, the definition has been broadened to "transportation corridor," which now includes projects along trail systems connecting adjacent parks. With this in mind, the City proposes use the grant award for the installation of trees at five locations within the City Park, Freedom Trail Playground, and Chisholm Trail Park system. We have met with the Forestry Services - Urban Partnership Coordinator (Alanna McFarland) and obtained her recommendations regarding tree placement and species selection. A Site Plan showing the proposed locations and tree / shrub types is attached to this memorandum for your reference. The grant proposal calls for the installation of 33 trees (Shumard Oak, Oklahoma Redbud, Princeton American Elm, Golden Raintree) and 19 shrubs (Chastetree). A drip irrigation system will be installed for 27 of the trees and gator bags will be used on 25 trees / shrubs, where installation of an irrigation system is not practical. The narrative section of the grant proposal will stress the importance of this park system to the citizens of Yukon as a gathering place for festivals, an urban fishing area, and an exercise area with over 8 miles of

CITY OF YUKON

500 West Main Street
 P.O. Box 850500
 Yukon, Oklahoma 73085
 Phone: 405.354.6676
 Fax: 405.350.8926

walking trails. The narrative will also explain how the different species of trees will add visual enhancement, seasonal color, screening of certain areas, and attraction of wildlife to the area.

If approved, the proposal will be submitted by July 6, 2012. Awards are to be announced in September 2012 and plants are to be installed no later than April 2013. The City is required to provide maintenance of the site for 3 years and must ensure 80% survival rate. The City's in-kind match contribution covers this maintenance activity, which will be carried out by the Park Maintenance Staff, under the direction of the Recreation Supervisor (Jason Beal) and the Director of Parks & Recreation (Jan Scott).

The maximum award available under this grant program is \$25,000, with a required 25% match (cash or in-kind) equaling \$3,334.00. A copy of the proposed budget is attached for your reference. The City's match will be completely in-kind, in the amount of \$24,407.98. The requested grant amount is \$24,997.37, giving a total project budget of \$49,405.26.

Attachments: Site Plan
Budget

*TREES\SHRUBS\TALL GRASSES TO BE PLANTED

(Please use additional forms for each designated site.)

Planting Location: City of Yukon – City Park, Freedom Trail Playground, Chisholm Trail Park (parks are adjacent with a contiguous trail system running throughout)

SPECIES (Common and Latin names)	SIZE (See Note Below)	EST. COST PER TREE	QUANTITY(#) and <u>TOTAL COST OF TREES*****</u>
Shumard Oak <i>Quercus shumardii</i>	2"	\$220.00	(7) - \$1,540.00
Oklahoma Redbud <i>Cercis reformis</i>	2"	\$200.00	(12) - \$2,400.00
Princeton American Elm <i>Ulmus americana</i>	2"	\$220.00	(10) - \$2,200.00
Golden Raintree <i>Koelreuteria paniculata</i>	2"	\$250.00	(4) - \$1,000.00
Chastetree <i>Vitex agnus - castus</i>	15-gallon	\$220.00	(19) - \$4,180.00

*****TOTAL COST OF REQUESTED TREES: \$11,320.00

QUANTITY TOTALS: 33 TREES 19 SHRUBS TALL GRASSES

Note: See page 15 of the Grant Instructions for an example. Deciduous trees of 1 ½ to 3 inches in diameter or Evergreens of 5 to 7 feet in height are preferred. Shrubs should be 3-gallon size minimum. Both shrubs and tall grasses must be 4-Foot or taller at maturity. Smaller or larger trees may be acceptable depending on the site, species availability or design requirements. Justify any deviation from recommended sizes.

Deciduous - Diameter/Inches
Evergreen - Height/Feet
Shrubs - Container/Gallons

***THIS IS A "TREE GRANT". TREES ARE TOP PRIORITY AND WILL BE JUDGED AS SUCH.**
Shrubs and tall grasses will be considered as a lower priority item and judged accordingly.*

BUDGET WORKSHEET TOTALS*

DESCRIPTION (Itemize estimated cost within category)	LOCAL MATCH (25% of total project cost)		HIGHWAY FUNDS (75% of total project cost)
	CASH (Specific program expenses)	DONATED or IN-KIND (Labor and Materials)	(Trees, tree planting, irrigation) (Grant Money Requested Only)
Cost of trees			\$11,320.00
Tree Installation Nursery Contractor (w/1-yr. Warranty)			\$3,962.00
Irrigation System & Installation Nursery Contractor (w/1-yr. Warranty) - gator bags (for 25 trees) Drip irrigation system (for 27 trees) - trench - 1" pvc - emitters			Installation included in price \$750.00 \$2,600.00 \$2,600.00 \$405.00
Labor Costs for Tree Care (3 yrs)		\$4,030.75	
Administrative Costs (3 yrs)		\$1,683.75	
Supplies (3 yrs) (PLEASE LIST) Mulch Water Fertilizer Soil treatment		\$495.00 \$400.89 \$540.00	(initial installation) \$572.00 138.08 150.29
Equipment Use (3 yrs) Water truck Water sprayer Mower – tractor Mower - riding		\$9,337.50 \$2,460.00 \$1,860.00 \$3,600.00	
Other Expenses (3 yrs) Boring for irrigation system Berms for OK Redbuds Treatment, if needed Replacement, if needed		Funds available Funds available	(initial installation) \$1,500.00 \$1,000.00

COLUMN TOTALS:	\$ <u> </u>	\$ <u>24,407.89</u>	\$ <u>24,997.37</u>
	Cash \$	In-Kind \$	Grant Funds Requested

TOTAL CASH \$ + IN-KIND \$: \$ 24,407.89 Local Match \$

TOTAL PROJECT COST \$ 49,405.26 (Local Match \$ + Grant Funds Requested)

Planting

Species

- Chastetree
- Golden Raintree
- Oklahoma Redbud
- Princeton American Elm
- Shumard Oak

Spacing Distance

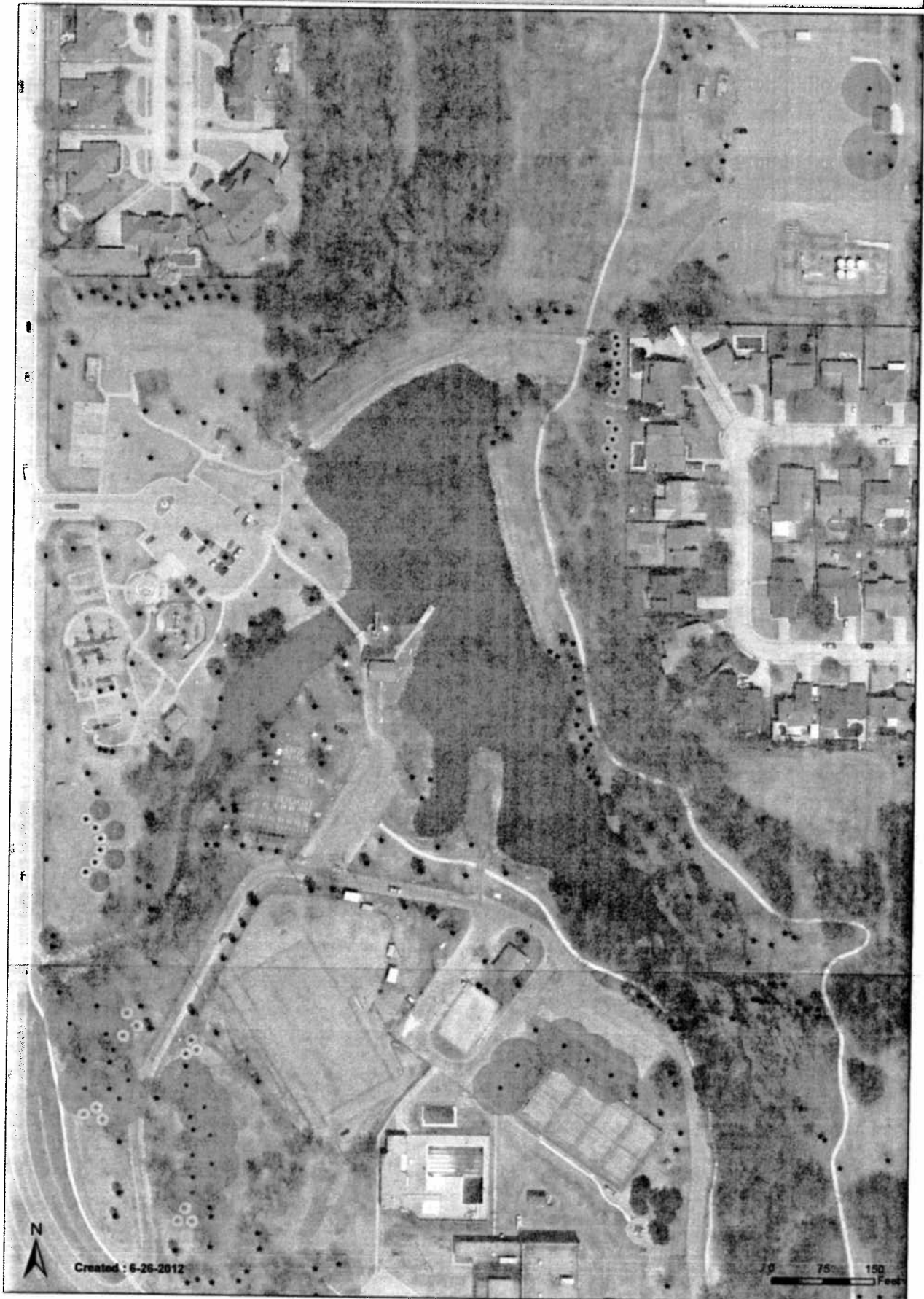
Feet

10

20

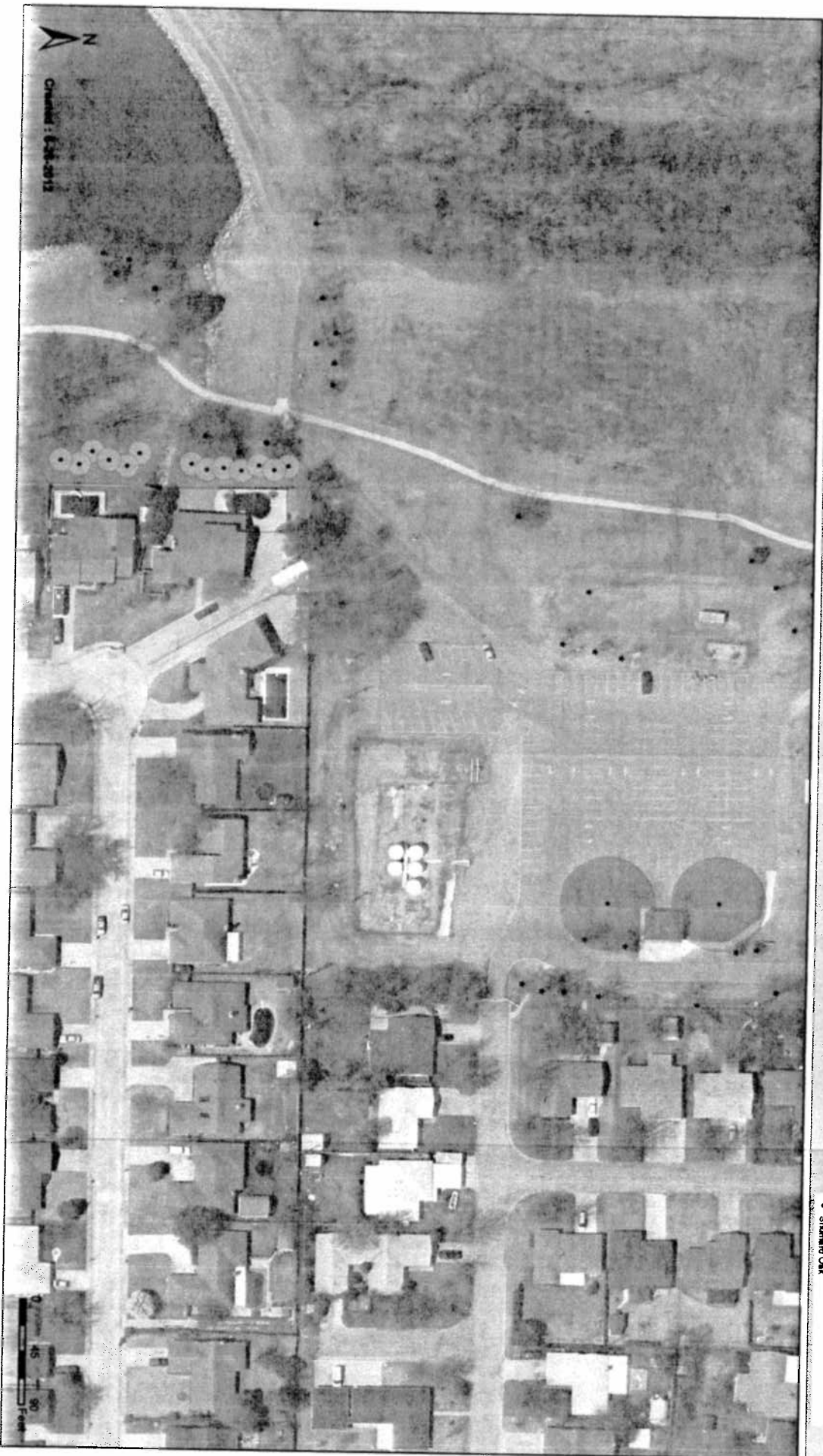
40

★ Existing Tree



**Oklahoma Department of Transportation
2012 Tree Grant
(Chisholm Trail Park)**

Planting Species	Spacing Distance Feet
• Chestnut	10
• Golden Raintree	15
• Oklahoma Redbud	40
• Princeton American Elm	
• Sheward Oak	
	* Existing Tree



N

Created: 6-28-2012

0 45 90 Feet

**Oklahoma Department of Transportation
2012 Tree Grant
(City Park/Freedom Trail Playground)**

Planting Species	Spacing Distance Feet
• Chestnut	10
• Golden Raintree	15
• Oklahoma Redbud	40
• Princeton American Elm	
• Shumard Oak	
	* Existing Tree

